

TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

In these conditions: "the company" means The Hills Group Limited (company number 1478385); "the contract" means the order and the seller's acceptance of the order; "the goods" means any goods agreed in the contract to be bought by the company from the seller (including any part or parts of them); "the order" means the company's written instructions to buy the goods, incorporating these conditions; "the seller" means the person, firm or company who accepts the company's order; "the services" means the installation of the goods and any other works which the seller agrees to carry out for the company.

2. GENERAL

- (a) These conditions shall apply to the exclusion of all terms and conditions issued by the seller.
- (b) Each order for goods by the company from the seller shall be deemed to be an offer by the company to buy goods subject to these conditions and no order shall be accepted until the seller either expressly by giving notice of acceptance, or impliedly by fulfilling the order, in whole or in part accepts the offer.
- (c) The conditions may not be varied except in writing by the company's company secretary.

3. QUALITY AND DEFECTS

- (a) The goods shall be of the best available design, of the best quality, material and workmanship, be without fault and conform in all respects with the order. All goods must be compliant with United Kingdom and European Union quality standards and regulations including the Provision and Use of Work Equipment regulations 1998.
- (b) The company's rights under these conditions are in addition to the statutory conditions implied in favour of the company by the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and any other statute.
- (c) At any time before delivery of the goods to the company, the company may inspect and test the goods.
- (d) If the results of such inspection or testing cause the company to consider that the goods do not conform or are unlikely to conform with the order or to any specifications and/or patterns supplied or advised by the company to the seller, the company shall inform the seller and the seller shall immediately take such action as is necessary to ensure conformity, and the company may require and witness further testing and inspection.
- (e) Notwithstanding any such inspection or testing, the seller shall remain fully responsible for the goods and any such inspection or testing shall not diminish the seller's obligations under the contract.
- (f) If any goods fail to comply with the provisions set out in condition 3 the company may avail itself of any one or more remedies listed in condition 9.
- (g) The seller warrants to the company that:
 - (i) the seller will perform the services with reasonable care and skill and in accordance with generally recognised standards;
 - (ii) the services will conform in all respects with the order; and
 - (iii) the services will be provided in accordance with all applicable legislation from time to time in force.

4. INDEMNITY

The seller shall keep the company indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the company as a result of or in connection with:

- (a) defective workmanship, quality or materials;
 - (b) an infringement or alleged infringement of any intellectual property rights caused by:
 - (i) the use, purchase, manufacture or supply of the goods or (ii) the services; and
 - (c) any claim made against the company in respect of any liability, loss, damage, injury, cost or expense sustained by the company's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the goods as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the contract by the seller.
- ### 5. DELIVERY AND INSTALLATION
- (a) The goods shall be delivered, and the services shall be provided at, to the company's place of business or such other place of delivery as is agreed by the company in writing prior to delivery of the goods. The seller shall off-load the goods as directed by the company.
 - (b) The seller shall supply all equipment, materials, labour, haulage and all other things which are necessary to deliver and/or install the goods or provide the services at the place(s) specified in the contract.
 - (c) The date for delivery shall be specified in the order, or if no such date is specified then delivery shall take place within 28 days of the order.
 - (d) The seller shall ensure that each delivery is accompanied by a delivery note which specifies the order number, date of order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
 - (e) Time for delivery shall be of the essence.
 - (f) Deliveries shall only be accepted by the company in normal business hours, unless agreed in writing by the company.
 - (g) If the goods are not delivered on the date specified for delivery, without prejudice to any other rights which it may have, the company may:
 - (i) cancel the contract in whole or in part;
 - (ii) refuse to accept any subsequent delivery of the goods which the seller attempts to make;
 - (iii) recover from the seller any expenditure reasonably incurred by the company in obtaining the goods in substitution from another seller; and
 - (iv) claim damages for any additional costs, loss or expenses incurred by the company which are in any way attributable to the seller's failure to deliver the goods on the due date.
 - (h) If the seller requires the company to return any packaging material to the seller that fact must be clearly stated on any delivery note delivered to the company and any such packaging material shall only be returned to the seller at the cost of the seller.
 - (i) Where the company agrees in writing to accept delivery by instalments, breach in relation to any instalment will entitle the company to terminate the contract and to claim compensation.
 - (j) If the goods are delivered to the company in excess of the quantities ordered the company shall not be bound to pay for the excess and any excess shall be and shall remain at the seller's risk and shall be returnable at the seller's expense.
 - (k) The company shall not be deemed to have accepted the goods until it has had 30 days to inspect them following delivery. The company shall also have the right to reject the goods as though they had not been accepted for 30 days after any latent defect in the goods has become apparent.

6. PROPERTY AND RISK

The goods shall remain at the seller's risk until delivery to the company is complete (including off-loading and stacking) when ownership of the goods shall pass to the company.

7. PRICES AND PAYMENT

- (a) The price of the goods shall be stated in the order and unless otherwise agreed in writing by the company shall be exclusive of value added tax but inclusive of all other charges.
 - (b) The seller may not increase that price or impose any extra charges.
 - (c) The seller shall send the company by the third of the month following delivery, an invoice in respect of the goods and services ordered on each separate order by the customer.
 - (d) The company shall pay the price of the goods within 45 days of delivery of that invoice to the company, but time for payment shall not be of the essence of the contract.
 - (e) Without prejudice to any other right or remedy, the company may set off any amount owing at any time from the seller to the company against any amount payable by the company to the seller under the contract.
 - (f) Changes in duty or tax due to late delivery or completion may be deducted from payments made by the company.
- ### 8. INTELLECTUAL PROPERTY

The seller assigns to the company with full title guarantee, all existing and future intellectual property rights in the goods, or arising from the services, and all materials embodying such rights to the fullest extent permitted by law. Insofar as they do not so vest automatically by operation of law or under these conditions, the seller holds legal title in such rights on trust for the company. The seller waives, and shall procure the waiver of, any moral rights in the goods, or arising from the services.

9. REMEDIES

Without prejudice to any other right or remedy which the company may have, if any goods are not supplied in accordance with, or the seller fails to comply with, any of the terms of the contract the company shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the goods have been accepted by the company:

- (a) to rescind the order;
- (b) to reject the goods (in whole or in part) and return them to the seller at the risk and cost of the seller on the basis that a full refund for the goods returned shall be paid immediately by the seller;
- (c) at the company's option to give the seller the opportunity at the seller's expense either to remedy any defect in the goods or to supply replacement goods and carry out any other necessary work to ensure that the terms of the contract are fulfilled;
- (d) to refuse to accept any further deliveries of the goods but without any liability to the seller;
- (e) to carry out at the seller's expense any work necessary to make the goods comply with the contract; and
- (f) to claim such damages as may have been sustained in consequence of the seller's breach or breaches of the contract.

10. ASSIGNMENT

The seller may not assign the contract or any part of it without the prior written consent of the company. The company may assign the contract or any part of it to any person, firm or company.

11. BREACH OR INSOLVENCY

If the Seller shall be in breach of the contract and shall fail to remedy such breach (if capable of remedy) within a period of 30 days from receipt of notice in writing from the company requesting such remedy, or if any distress or execution shall be levied upon the goods or property of the seller, or if the seller (or any partner thereof should the seller be a partnership) shall enter into an arrangement or composition with its creditors or commit an act of bankruptcy or (should the seller be a limited company) proceedings shall be commenced to wind up the seller, or a receiver of the seller's assets or undertaking or any part thereof shall be appointed, or if the financial position of the seller deteriorates to such an extent that in the company's opinion, the seller's ability to adequately fulfil its obligations under the contract is in jeopardy, the company shall be entitled to determine forthwith any contract then subsisting without prejudice to any claim or right the company might make or exercise.

12. NOTICES

Any notice to be given by the company shall be deemed to be given upon its being posted or sent by email or facsimile to the seller's registered office (if a company) or its last known address (if an individual or firm).

13. FORCE MAJEURE

The company may defer the date of delivery or payment or cancel the contract or reduce the volume of the goods ordered if it is prevented from, or delayed in, carrying on its business due to circumstances beyond the reasonable control of the company 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), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

14. COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS

- 14.1. In performing its obligations under the contract, the seller shall:
 - 14.1.1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
 - 14.1.2. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
 - 14.1.3. ensure that each of its subcontractors and suppliers shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.
- 14.2. The seller represents and warrants that neither the seller nor any of its officers, employees or other persons associated with it:
 - 14.2.1. has been convicted of any offence involving slavery and human trafficking; or
 - 14.2.2. has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 14.3. The seller shall implement due diligence procedures for its subcontractors, suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 14.4. The seller shall immediately notify the company in writing if, at any time, it becomes aware of any circumstances that could give rise to a breach of or has reason to believe that it, or any member of its supply chain, has breached this clause 14.
- 14.5. Any breach of this clause by the seller shall be deemed a material breach of contract and shall entitle the company to terminate the contract immediately without incurring any liability to the seller.

15. CONTRACTS TO PROCESS DATA

- 15.1. In the event that the seller that is appointed to process personal data on behalf of the company, the seller will:
 - 15.1.1. enter into a data processing agreement with the company in accordance with the requirements of the General Data Protection Regulations on terms to be agreed between the company and the seller prior to the seller providing such services;
 - 15.1.2. at its own expense, ensure that it complies with and assists the company to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation) the General Data Protection Regulation (the "data protection legislation"); and
 - 15.1.3. indemnify the company against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the company arising out of or in connection with the breach of the data protection legislation by the seller, its employees or agents.

16. APPROVED CONTRACTORS SCHEME

- 16.1. The seller may be required to apply to become an approved contractor under the company's approved contractor scheme (the "scheme") as an additional condition of a contract to supply goods or services to the company and the company may terminate the contract if a seller does not agree to become an approved contractor or does not meet the minimum standards of the scheme (as notified to the seller and updated by the company from time to time).

17. GENERAL

- (a) Each right or remedy of the company under the contract is without prejudice to any other right or remedy of the company whether under the contract or not.
- (b) If any provision of the contract is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable that provision shall, to the extent required, be deemed not to form part of the contract and the validity and enforceability of the other provisions of the contract shall not be affected.
- (c) Failure or delay by the company in enforcing or partially enforcing any provision of the contract shall not be construed as a waiver of any of its rights under the contract.
- (d) Even after termination of the contract, the seller shall keep confidential any confidential information of the company that the seller receives.
- (e) Any waiver by the company of any breach of, or any default under, any provision of the contract by the seller shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the contract.
- (f) The parties to the contract do not intend that any term of the contract shall be enforceable by virtue of the contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- (g) This contract is governed by English Law. The parties submit to the exclusive jurisdiction of the English courts.