

ROBERT GUY – GENERAL TERMS AND CONDITIONS

1 Definitions and interpretation

1.1 In these Terms and Conditions the following definitions apply:

Applicable Law	means the law of England and Wales;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;
Conditions	means the Supplier's terms and conditions of supply set out in this document;
Confidential Information	means any commercial, financial or technical information, information relating to the Services, plans, suppliers, strategy, market information, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential;
Contract	means the agreement between the Supplier and the Customer for the supply and purchase of Services incorporating these Conditions and the Order and including all their respective schedules, attachments, annexures and statements of work and any agreements concluded in writing (for which email will suffice) where applicable;
Customer	means the named party in the Contract which has agreed to purchase the Services from the Supplier and whose details are set out in the Order;
Data Protection Laws	means, as binding on either party or the Services: (a) the General Data Protection Regulation, Regulation (EU) 2016/679 as applicable in the UK (GDPR); (b) the Data Protection Act 2018 or applicable guidance; (c) any laws which implement any such laws; and (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
End-User	means an individual or legal entity that obtains the Customer's services directly from Customer, or indirectly from the Customer through a service level or other contractual agreement (which may also

include an online or e-commerce purchase);

Force Majeure

means an event or sequence of events beyond a party's reasonable control including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;

Master Services Agreement

means the agreement including the relevant schedule of work for the Services and data protection schedule as applicable, signed between the Supplier and Customer separately to these Terms, also referred to as "MSA";

Order

means the order for the Services from the Supplier placed by the Customer using the Supplier's order form or as otherwise sent to the Customer (including by email) and which is accepted by the Supplier;

Services

means the Services set out in the Order and to be performed by the Supplier for the Customer in accordance with the Contract;

Stock

means physical goods stored or available for dispatch at the Supplier's warehouse or are otherwise handed to the Supplier subject to agreement with the Customer;

Supplier

means Robert Guy Services Ltd a company incorporated and registered with company number 01028223 whose registered address is at 46-54 High Street, Ingatestone, Essex, CM6 9DW, also referred to as "we", "our" or "us" in these Terms.

VAT

means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax.

2 Application of these Terms & Conditions

2.1 These Terms & Conditions ("Terms") apply to and form part of the Contract between the Supplier and the

- Customer in addition to the Master Service Agreement as agreed separately between the parties.
- 2.2 In case of conflict or inconsistency between the Terms and the MSA, the MSA shall take precedence and shall be binding upon the parties.
- 2.3 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing (for which email will suffice).
- 2.4 No variation of these Terms or to an Order or to the Contract shall be binding unless expressly agreed in writing by a duly authorised signatory on behalf of each of the Supplier and the Customer respectively.
- 2.5 Each Order by the Customer to the Supplier shall be an offer to purchase Services subject to the Contract including these Terms.
- 2.6 If the Supplier is unable to accept an Order, it shall notify the Customer as soon as reasonably practicable.
- 2.7 The Supplier may accept or reject an Order at its discretion. The Supplier will try and accommodate changes to original Order however this cannot always be guaranteed by the Supplier. An Order shall not be accepted, and no binding obligation to supply any Services shall arise, until the earlier of: (a) the Supplier's written acceptance of the Order; or (b) the Supplier performing the Services or notifying the Customer that they are ready to be performed (as the case may be).
- 2.8 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 2.9 The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Services and are incapable of being accepted by the Customer.
- 2.10 Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.
- 2.11 If the Customer cancels an Order less than 48 hours before the Delivery as defined in clause 6.4 or the completion of the Order, the Customer shall incur a cancellation charge at the rates in force at the time of cancellation, as determined by the Supplier from time to time unless otherwise agreed in the MSA.

3 Price

- 3.1 The price for the Services shall be as set out in the Order and as agreed in the MSA or, where no such provision is set out, shall be calculated in accordance with the Supplier's scale of charges in force from time to time (the **Price**).
- 3.2 The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.
- 3.3 The Supplier may reasonably increase the Prices at any time by amending the relevant MSA terms.
- 3.4 Notwithstanding clause 3.1 and 3.4 above, the Supplier may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Services which exceeds 5% and which is due to any factor beyond the control of the Supplier.

4 Special conditions applicable to Robert Guy Services

These Special conditions apply to each of the Services as described in clauses 4.1 to 4.3 and clause 5, in addition to the other general terms and conditions set out herein per Service and as further described in this section and the Order (where applicable):

4.1 Storage Services

- 4.1.1 The Supplier shall itemise all Stock by assigning each item of Stock a unique stock-keeping codes (SKU) or using codes provided by the Customer;
- 4.1.2 For storage services only and as an exception to clause 12 below, the Supplier shall insure Stock at all times, as specified in the Order or the MSA.
- 4.1.3 The specific location of the warehouse will be the location identified by the Supplier in the Order details;
- 4.1.4 Any Customer visit to the Supplier's warehouse shall be permitted subject to prior notice being given by the Customer to the Supplier and subject to complying with visitor rules in force from time to time; and
- 4.1.5 The Supplier will not be responsible for any loss or damage suffered by or in connection to the Customer visiting the warehouse premises to the maximum extent permitted by law.

4.2 Stock in/out

- 4.2.1 The Customer shall give prior notice for any Stock being sent to or collected by the Supplier as agreed in the MSA. codes, delivery tracking numbers and other SKU or order information.
- 4.2.2 The Customer shall ensure that any Stock sent to the Supplier is accompanied by a delivery note or by relevant information submitted via the portal, or via email that shows the date of the Order, the type and quantity of the Stock items, special storage instructions (if any) and, if the Stock items are being delivered by instalments, the outstanding balance for the full Stock items remaining to be delivered;
- 4.2.3 Any Goods Received Note (GRN) or Advanced Shipping Note (ASN) queries by the Customer need to be received within 5 working days of sending Stock items to the Supplier;
- 4.2.4 No Orders will be sent out whilst the Supplier is in the process of verifying, booking in & stowing stock;
- 4.2.5 All Order data from the Customer must include the applicable SKU code as per the Order requirements. All information received by the Customer must be complete (including provision of customs HS codes and other relevant information for international orders);
- 4.3 Management of Customer Accounts**
- 4.3.1 The Supplier shall perform a monthly account management service to the Customer account including day-to-day running of the account, management of the portal and provision of monthly invoices.
- 4.3.2 The Customer shall be responsible of providing accurate and up-to-date information for inclusion in the Robert Guy portal. Any issues caused by incorrect data including the time taken to rectify those shall be charged to the Customer in addition to the fees paid for the Services;
- 4.3.3 The Supplier shall assist Customers with Customer account management tasks, any assistance outside the scope of the services agreed with the Customer shall be charged to the Customer at the Supplier's hourly rates in force from time to time or as agreed between with the Customer in the Order; and
- 4.3.4 The Customer shall use the Supplier's dedicated portal for the provision of customer account management services, such as ascertaining SKU
- 4.4 Packaging Services**
- 4.4.1 The Supplier shall provide packaging services to the Customer subject to prior agreement and subject to the specifications provided by the Customer; and
- 4.4.2 Packaging supplied by the Supplier shall be fit for purpose and of satisfactory quality in accordance with the Services purchased in the Order. Any specific packaging requirements of the Customer must be communicated to the Supplier in writing and accepted expressly by the Supplier before such requirements are taken into account.
- 5 Miscellaneous Services**
- 5.1 In addition to the Services described above in clause 4, the Supplier may perform any additional services, including special projects, that the Customer desires the Supplier to perform, as agreed upon between the Customer and the Supplier (and accepted by the Supplier) in writing and subject to appropriate notice.
- 5.2 All information displayed on the Supplier's website and portal is for marketing purposes only and may be subject to change. The Supplier will inform Customers if the Supplier make any material changes to its Terms.
- 5.3 If any additional or miscellaneous services are requested pursuant to this clause 5, the Customer and Supplier shall enter into an Order to cover such additional or miscellaneous services.
- 6 Delivery and Returns**
- 6.1 The Supplier may use third party companies to perform its Services including third party courier companies.
- 6.2 The Customer acknowledges that the Supplier has no control over the delivery charges set by the courier company and those delivery charges may be subject to change and that the performance of the Services by the Supplier hereunder is contingent on the underlying agreement the Supplier has concluded with such courier company/companies.
- 6.3 The courier company shall not be liable for the delivery of Stock items which may be fragile or contain hazardous materials such as glassware, liquid materials or alcohol.
- 6.4 Delivery shall be deemed completed on the completion of unloading of the Stock items at the specified delivery location.

- 6.5 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 Stock items 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 Stock items.
- 6.6 If the Supplier fails to deliver the Stock items, or make them available for collection, its liability shall be limited to paying the Customer replacement or cost price of the Stock item .
- 6.7 Returns of Stock items shall be acceptable subject to cost of retrieval from recipient, receipt into warehouse, booking in, quality control of items and re-shelving or quarantining in warehouse.
- 6.8 To be admissible, any delivery queries need to be received by the Supplier within the timeframe dictated by the relevant 3rd party delivery company, or if the Supplier delivered themselves then within 30 days. It is the Customer's sole responsibility to ensure that the Supplier receives such queries within the aforementioned timeframe. The Supplier shall have no obligation to accept queries received after the aforementioned timeframe.
- 6.9 In the event that the Customer's Robert Guys account is suspended (e.g. due to overdue invoice payments), then, no Stock can be collected or ordered out of the Supplier's warehouse.
- 7 Prices**
- 7.1 The price for the Services shall be as set out in the Master Service Agreement or quotation and where no such provision is set out, shall be calculated in accordance with the Supplier's scale of charges in force from time to time (the **Price**).
- 7.2 The Prices shall be charged in addition to applicable insurance, surcharges and VAT (or equivalent sales tax) as agreed in the MSA.
- 7.3 The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.
- 7.4 The Supplier may reasonably increase the Prices at any time by amending the MSA as applicable.
- 7.5 The Supplier shall charge the Customer an administrative fee for any invoices paid to third parties on behalf of the Customer in addition to the reimbursement of the fee paid by the Supplier.
- 7.6 The Customer shall be responsible for, and agrees to reimburse the Supplier for, all sales taxes, transportation taxes, service fees, reversals, charge-backs, claims, fees, fines, penalties and other liability incurred by the Supplier (including costs and related expenses) in connection with the Services.
- 7.7 Any and all fees due for the cost of the Stock shall be paid directly by the End-User to the Customer, under no circumstances shall the Supplier accept, receive or otherwise be held responsible for payments from an End-User made in exchange for the Stock.
- 8 Payment**
- 8.1 The Supplier shall invoice the Customer for the Services, partially or in full, at any time following acceptance of the quotation and after the fulfillment of the Services. Note: we also need possibly to add in that storage charges may be made in advance.
- 8.2 The Customer shall pay all invoices: (a) in full without deduction or set-off, in cleared funds as specified in the MSA and (b) to the bank account nominated by the Supplier. Without prejudice to the foregoing, duty and taxes on import or export will be charged on to Customer on 7 days payment terms.
- 8.3 Where the Customer terminates their Robert Guy account and wishes to collect Stock, then, any unpaid invoices shall be paid before collection can occur, even if payment date has not yet been reached.
- 8.4 Time of payment is of the essence. Where sums due under these Terms are not paid in full by the due date: (a) the Supplier may, without limiting its other rights, charge interest on such sums at 8% a year above the base rate of the Bank of England from time to time in force, (b) interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment, and (c) the Customer's account may be suspended. The Supplier is also entitled to claim compensation under UK company law and the Late Payment of Commercial Debts [Interest] Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.
- 8.5 The Customer acknowledges that all invoice queries need to be received by the Supplier within 30 Days. It is the Customer's sole responsibility to ensure that the Supplier receives such queries within the aforementioned timeframe. The Supplier shall have no obligation to accept queries received after the aforementioned timeframe and the Customer shall be deemed to have accepted the accuracy of such invoice.
- 8.6 The Supplier may set and vary credit limits from time to time and withhold all further supplies if the Customer exceeds such credit limit.

9 Performance

- 9.1 The Services shall be performed by the Supplier on the dates, at the locations (where applicable) and/or as specified in the Order.
- 9.2 The Services shall be deemed performed on completion of the performance of the Services as specified in the Order.
- 9.3 The Supplier may perform the Services in instalments. Any delay or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 9.4 Where required by the Customer, each performance of the Services shall be accompanied by a performance note stating: (a) the date of the Order; (b) the relevant Customer and Supplier details; (c) the category, type and quantity of Services performed; and (c) any special instructions. The foregoing information may also be supplied by email.
- 9.5 While we aim to meet delivery timeframes we may experience delays that are outside of our control as described in Clause 17. Therefore, time of performance of the Services is not of the essence. The Supplier shall use its reasonable endeavours to meet estimated dates for performance, but any such dates are indicative only
- 9.6 The Supplier shall not be liable for any delay in or failure of performance caused by: (a) the Customer's failure to provide any Stock (goods or products) as required by the Customer to fulfil an Order; (b) the Customer's failure to prepare any Stock (goods or products) as required by the Customer to fulfil an Order including in accordance with the Supplier's instructions or as required for the performance of the Services; (c) the Customer's failure to provide the Supplier with adequate instructions or information for performance or otherwise relating to the Services; or (d) Force Majeure.

10 Parties' obligations

- 10.1 The Supplier shall perform the Services: (a) in accordance with their description; (b) with reasonable care and skill; and (c) in the case where packaging is supplied, this shall be of satisfactory quality.
- 10.2 The Customer warrants that it has provided the Supplier with all relevant, full and accurate information as to the Customer's business and needs.
- 10.3 As the Customer's sole and exclusive remedy, the Supplier shall, at its option, remedy, re-perform or refund the Services that do not comply with clause 10.1, provided that: (a) the Customer serves a written notice on the Supplier not later than 10 Business Days from performance; and (b) such notice specifies that some or all of the Services do not comply with clause 10.1 and identifies in sufficient detail the nature and extent of the

non-compliance; and (c) the Customer gives the Supplier a reasonable opportunity to examine the claim of the defective Services.

- 10.4 These Terms shall apply to any Services that are remedied or re-performed with effect from performance of the remedied or re-performed Services.

- 10.5 Except as set out in this clause 10: (a) the Supplier gives no warranties and makes no representations in relation to the Services; and (b) shall have no liability for their failure to comply with the warranty in clause 10.1; and (c) and all warranties and conditions, whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

11 Anti-bribery

- 11.1 Each party shall comply with the Bribery Act 2010 including ensuring that it has in place adequate procedures to prevent bribery and ensure that: (a) all of that party's personnel; (b) all others associated with that party; and (c) all of that party's sub-contractors involved in performing the Contract so comply.

- 11.2 Without limitation to clause 11.1, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

- 12 **Insurance.** The Supplier shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under these Terms. On request, the Supplier shall supply, so far as is reasonable, evidence of the maintenance of the insurance and all of its terms from time to time applicable.

13 Risk and Title

- 13.1 Notwithstanding the right to retain a lien over Stock until full payment by the Customer of sums owed to the Supplier, title remains with Customer at all times, and risk remains with Customer at all times, save in respect of warehouse services when the Stock arrives to the warehouse as nominated by the Customer, at which point, risk transfers to the Supplier, unless the Stock are inspected and then rejected or noted as faulty at any time, then risk remains with and/or transfers back to Customer. For the avoidance of doubt, risk in the Stock is with Customer at all other times, including when it is transferred to the logistics provider once collected by the Supplier's nominated logistics provider from the warehouse or from such other location as specified by the Customer in an Order, until delivery to recipient / End-User pursuant to Order. Once the Stock items have been handed over to a

third party, any claims shall be processed on behalf of the third party by the Supplier. Title in the Stock transfers on delivery as per the Customer's terms and conditions with the End-User and/or as applicable to any Stock. The Customer is responsible for ensuring Stock in transit.

13.2 The Supplier shall be responsible of insuring Stock subject to Clause 12 and shall be responsible for insuring Stock when it is stored or transported in its own vehicles. Any third parties storing or transporting Stock in its vehicles shall be responsible for the Stock.

14 Limitation of liability

14.1 The Supplier's total liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall not exceed the sum equivalent to 100% of the Order value under which such liability arose. The Supplier shall not in any event be liable for consequential, indirect or special losses or any of the following (whether direct or indirect): (a) loss of profit; (b) loss or corruption of data; (c) loss of use; (d) loss of production; (e) loss of contract; (f) loss of opportunity; (g) loss of savings, discount or rebate (whether actual or anticipated); (h) harm to reputation or loss of goodwill.

14.2 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other losses which cannot be excluded or limited by Applicable Law.

15 **Confidentiality.** Each party shall keep confidential all Confidential Information of the other party and shall only use the same as required to perform and receive the Services under the Contract. The provisions of this clause shall not apply to: (a) any information which was in the public domain at the date of the Contract; (b) any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement; (c) any information which is independently developed by a party without using information supplied by the other party; or (d) any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract. This clause shall remain in force for the duration of the Contract and for a period of 5 years after termination of the Contract.

16 Processing of personal data

16.1 The parties agree that the Customer is a Controller and that the Supplier is a Processor for the purposes of processing personal data pursuant to the Contract. Each party shall at all times comply with all Data Protection Laws in connection with the processing of personal data. The Customer shall ensure all instructions given by it to the

Supplier in respect of personal data shall at all times be in accordance with Data Protection Laws. The Supplier shall process personal data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract. Where required by the Data Protection Laws, the parties shall enter into a separate data processing agreement.

16.2 For more information on how we treat personal data please visit our privacy policy <https://www.robertguy.co.uk/privacy-policy>

16.3 Force majeure. Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 15 days, either party may terminate the Contract by written notice to the other party

17 **Termination.** The Supplier may terminate the Contract or any other contract which it has with the Customer at any time by giving notice in writing to the Customer if: (a) the Customer commits a material breach of Contract and such breach is not remediable; (b) the Customer commits a material breach of the Contract which is capable of being remedied and such breach is not remedied within 15 days of receiving written notice of such breach; (c) the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after the Supplier has given notification that the payment is overdue; or (d) if the Customer: (i) stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so; (ii) is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986; (iii) becomes the subject of an insolvency or restructuring procedure under the Insolvency Act 1986 or in any other jurisdiction in which the Customer is based. Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.

18 **Notices.** Any notice or other communication given by a party under these Terms shall be in writing and in English; and be sent to the relevant party at the address or email address set out in the relevant Order. Notices may be given, and are deemed received: (a) by hand: on receipt of a signature at the time of delivery; (b) by post within the UK, on the 2nd Business Day after posting; by international post: on the 4th Business Day after posting; and by email: on receipt of a delivery email from the correct address. This

clause does not apply to notices given in legal proceedings or arbitration.

governed by, and construed in accordance with, the laws of England and Wales.

19 General

20.2

19.1 Entire agreement. The parties agree that the Contract and any documents entered into pursuant to it including the MSA constitute the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

19.2 Variation. No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Terms and is duly signed or executed by, or on behalf of, each party.

19.3 Assignment. The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent.

19.4 Set off. The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

19.5 No partnership or agency. The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

19.6 Severance. If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

19.7 Waiver. No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

19.8 Third party rights. A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

20 Governing law and Jurisdiction

20.1 The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be