

These Conditions apply to the sale of all Goods by RB unless varied or excluded by written agreement in accordance with Condition 17.6. Any terms and conditions which may appear, or are referred to, on any purchase orders, invoices, forms or other documents or communications (whether printed or electronic) or internet site purporting to supersede or replace these Conditions shall not apply unless accepted in writing by RB. Delivery personnel and other agents acting for RB have no authority to agree additional terms or variations to these Conditions on behalf of RB.

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Conditions the following words have the following meanings:

"Completed Delivery" has the meaning given in Condition 3.1c);

"Conditions" means the terms and conditions set out in this document as amended from time to time in accordance with Condition 17.6;

"Delivery Location" has the meaning given in Condition 3.1a);

"Delivery Problems" has the meaning given in Condition 3.5;

"Delivery Slots" means a 30-minute period for delivery of the Goods agreed pursuant to Condition 2.3;

"Designated Retailer" has the meaning given in the GSCOP Order;

"Early Settlement Discount" has the meaning given in Condition 7.10;

"Force Majeure Event" has the meaning given in Condition 14.1;

"Goods" means the goods (or any part of them) set out in an Order;

"GSCOP" means the GSCOP Order and the GSCOP Code of Practice;

"GSCOP Order" means the GSCOP Groceries (Supply Chain Practices) Market Investigation Order 2009;

"GSCOP Code of Practice" means the Groceries Supply Code of Practice as referred to in the GSCOP Order and having regard to any applicable guidance or interpretation issued by the Competition and Markets Authority or the Groceries Code Adjudicator;

"Intellectual Property" means any patent, copyright (including without limitation moral rights and rights in computer software), database right, design right, registered design, trade mark or service mark (registered and unregistered), domain name, know-how, utility model, unregistered design or other industrial or intellectual property right subsisting in any part of the world and, where relevant, any application for protection or proprietorship of any such right;

"MHRA" means the Medicines and Healthcare products Regulatory Agency;

"On Time" means that the Goods are delivered at Your premises or made available for collection (as appropriate) on the relevant date for delivery and, where a Delivery Slot has been agreed, within plus or minus 30 minutes of such Delivery Slot;

"Order" means the contract between You and RB for the sale and purchase of the Goods that is formed in accordance with Condition 2.3;

"Parties" means both You and RB (and **"Party"** shall mean either of the Parties as the context so requires);

"POD" has the meaning given in Condition 3.10a);

"Product Recall" has the meaning given in Condition 11.3;

"Promotion" means an offer, for a specific volume of Goods or period, for the resale of Goods by You at an introductory or reduced price, or that gives Your trade customers and/or the end consumer of the Goods some other additional benefit;

"Promotion Conditions" has the meaning given in Condition 5.1b)(i);

"Promotion Costs" means the costs of, or arising from, or relating to, a Promotion;

"Purchase Order" means Your request to purchase Goods from RB pursuant to these Conditions, whether by way of Your standard purchase order form or otherwise;

"RB" means RB UK Commercial Limited, or any other member of the Reckitt Benckiser Group Plc group of companies making sales of Goods in the United Kingdom, being the company with which an Order is placed pursuant to these Conditions;

"RB Indemnified Parties" has the meaning given in Condition 10.1;

"Recalled Goods" means the Goods that are the subject of a Product Recall;

"Report" has the meaning given in Condition 12.4a);

"Sanctions" means any laws or regulations relating to trade, economic or financial sanctions, export controls, trade embargoes or other restrictive measures from time to time imposed, administered or enforced by any Sanctions Authority;

"Sanctions Authority" means the UK, the US, the United Nations, the EU and its relevant Members States, any governmental authority or department of such countries, organisations or political/economic unions responsible for the administration of sanctions, and any other governmental authority with jurisdiction relevant to these Conditions and/or any Order;

"Sanctions List" means any list issued or maintained by a Sanctions Authority designating or identifying persons that are subject to Sanctions, in each case as amended, supplemented or substituted from time to time;

"Sanctions Target" means a person that is: (a) listed on a Sanctions List; (b) owned or controlled by a person listed on a Sanctions List; (c) resident, domiciled or located in, or incorporated or organised under the laws of, any Sanctioned Territory; or (d) otherwise identified by a Sanctions Authority as being subject to Sanctions;

"Sanctioned Territory" means any jurisdiction which is subject to comprehensive Sanctions by a Sanctions Authority;

"Working Day" means a day which is not a Saturday, Sunday or bank or public holiday in England; and

"You", "Your", "Yourself" means the person(s), firm or company that places an Order for Goods with RB.

1.2 Interpretation

- a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- b) A reference to a Party includes its successors and permitted assigns.
- c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted and includes all subordinate legislation made under that legislation or legislative provision.
- d) Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- e) A reference to "written" or "writing" includes email.

2 ORDERING

2.1 Basis of Supply under these Conditions

- a) These Conditions shall apply to all arrangements RB has with You for the supply of Goods and any services unless varied or disapplied with RB's prior written agreement.
- b) Subject to Condition 2.2, these Conditions shall apply to the exclusion of all other terms and conditions, whether express or implied, which You purport to apply under any Purchase Order or any other document or form of communication whatsoever.
- c) If You are a Designated Retailer, RB acknowledges that the supply of Goods under these Conditions is subject to GSCOP. In the event that there is any conflict between these Conditions or any Order and the provisions of GSCOP, then the provisions of GSCOP shall prevail.

2.2 Effect of Other Documents

- a) Unless otherwise expressly agreed by RB in writing, any specifications, samples, advertising, brochures or catalogues (whether digital or otherwise) produced for or communicated to You shall be for the sole purpose of giving an approximate idea of the Goods referred to in them and shall not have any contractual force.
- b) If RB agrees with You in writing to incorporate any other documents, terms or other arrangements of contractual effect then, if there is any conflict or ambiguity between these Conditions and those other contractual arrangements, then these Conditions will prevail unless expressly varied in accordance with Condition 17.6.

2.3 Offer and Acceptance

Each Purchase Order You place with RB shall be deemed to be an offer by You to purchase the specified Goods subject to these Conditions. Any such Purchase Order may be accepted or rejected in part or in full entirely at RB's discretion. No Purchase Order placed by You shall be deemed to be accepted by, or binding on, RB until the earlier of:

- a) RB providing written acceptance of the Purchase Order;
- b) RB agreeing with You a suitable Delivery Slot for the Goods specified in Your Purchase Order; or
- c) RB delivering to You the Goods specified in Your Purchase Order (as varied in accordance with these Conditions).

Once accepted in accordance with this Condition, each such Purchase Order shall become a binding contract (each an **"Order"**). All Orders are accepted subject to, and incorporate, these Conditions.

2.4 RB's Receipt of Your Purchase Order

If You have not been contacted by RB to accept Your Purchase Order, or by RB or RB's delivery operators to arrange a Delivery Slot, then You should contact RB's Customer Services Team in order to ensure that the Purchase Order has been received. Unless RB has accepted Your Order in accordance with Condition 2.3, RB shall have no liability to You for failure to deliver the Goods set out in Your Purchase Order.

2.5 RB's Order & Delivery Requirements

RB has minimum and maximum order and / or delivery levels for Goods or configurations of Goods that RB may notify to You from time to time. Without prejudice to its general discretion to reject Purchase Orders, RB may reject any Purchase Order which (either in itself or together with other Purchase Orders placed by You) is below those minimum levels or configurations or above those maximum levels or configurations.

2.6 Accuracy of Your Purchase Order

It is Your obligation to ensure that Your Purchase Order is complete and accurate. If a Purchase Order is not complete or is inaccurate, then RB can choose, at RB's absolute discretion, not to fulfil the Order to which the relevant Purchase Order relates without any liability to You. RB will seek to promptly advise You if RB intends not to fulfil an Order in this way. If an Order is created in response to an inaccurate Purchase Order placed by You, and RB delivers Goods to You in accordance with RB's best interpretation (acting reasonably) of such Purchase Order, then You will accept delivery of and pay for the Goods delivered and otherwise comply with these Conditions as if the Purchase Order as interpreted by RB was correct.

2.7 Forecasts

Unless otherwise agreed with RB, You are responsible for ensuring that any forecasts You provide for Your resale of Goods are made in good faith and are compiled with due care and accuracy. You will only place Purchase Orders for Goods which, in Your reasonable opinion and acting in good faith, will be sufficient and not excessive, taking into account any forecasts you have previously provided to us.

2.8 Your Order Cancellation Rights & Obligations

- a) You may not cancel any Order without RB's prior written agreement.
- b) If, at any time prior to RB's delivery of an Order, You wish to cancel Your Order (or any part of that Order) You must notify RB in writing. RB may agree to accept Your requested cancellation on condition that You pay cancellation charges to reimburse RB for any reasonable and properly incurred costs, including (without limitation), any costs RB has incurred in relation to fulfilling that Order (such as preparation of the Order, picking and transportation), and any other costs RB incurs as a result of You cancelling that Order (such as costs arising from abortive or part or small deliveries). RB will notify You of such cancellation charges as soon as reasonably practicable following Your request to cancel the Order, and RB may invoice You for such costs at any time following RB's agreement to such cancellation.

2.9 RB's Rights to Cancel an Order

- a) RB may cancel all or part of an Order, at any time, without incurring any liability to You, if:
 - (i) the Goods are not available for any reason (and, in circumstances of discontinuation, re-design or other alteration to the relevant Goods, subject always to Condition 2.10 below) and RB is unable to agree with You the supply of suitable alternative Goods; or
 - (ii) RB is in any way unable to fulfil the Order due to circumstances outside of RB's reasonable control.

2.10 Discontinuation of, or Changes to, Goods

If RB decides to discontinue, re-design or otherwise alter any of the Goods, the Goods' product range, or the Goods' specification, coding, packing or configuration, then RB shall provide You with as much notice as reasonably possible, typically a minimum of six (6) weeks prior notice of the exit / new product development date. RB does not operate a 'sale or return' policy at any time, nor will RB fund any mark-down of any of Your stock.

3 **DELIVERY**

3.1 How RB Delivers

- a) RB shall, either itself or via its or Your nominated haulier, deliver the Goods to the location specified in the Order provided it is one of the pre-agreed addresses recorded in RB's accounts system as an address for delivery unless:
 - (i) otherwise agreed between the Parties in writing; or
 - (ii) You require, and RB has agreed to, Your nominated haulier collecting the Goods ex-works (EXW, Incoterms 2020) at RB's premises,

(the "**Delivery Location**").

- b) Unless otherwise specified in an Order or required pursuant to an agreed Delivery Slot, RB shall attempt to deliver the Goods:

- (i) on the fourth Order Day, where the Order was entered into before 11:30 (GMT/BST) on the first Order Day; or
- (ii) on the fifth Order Day, where the Order was entered into after 11:30 (GMT/BST) on the first Order Day,

where "**Order Day**" means each calendar day following entry into an Order and including the day on which such Order was entered into (being the first Order Day).

- c) Subject to Condition 3.5, delivery of the Goods shall be completed upon:
 - (i) physical delivery of the Goods at the Delivery Location; or
 - (ii) where the Order provides that You shall collect the Goods, at the point that the Goods are collected and loaded on to Your nominated haulier's transport at RB's premises,

(**"Completed Delivery"**).

3.2 RB Delivery Times

- a) Although RB will use reasonable endeavours to deliver the Goods On Time, any Delivery Slots or other dates and times referenced in any Order are estimates only and time for delivery shall not be of the essence.
- b) Where (as set out in Condition 3.1a)(ii)) the Goods are to be collected at RB's premises, then the time of delivery is when the Goods are made available for collection in accordance with the agreed collection slot.
- c) If no time or date for delivery (or collection) of the Goods is specified in an Order, and no Delivery Slot is agreed between the Parties, then the Goods will be delivered (or made available for collection) within a reasonable time.

3.3 RB's Delivery Assurances to You

If RB is unable to deliver On Time, then RB will endeavour to give You as much notice as possible and will seek to agree a new Delivery Slot with You on a priority basis.

3.4 Failed or Delayed Delivery

- a) If RB fails to deliver the Goods (or any part of them) on the agreed date for delivery, and RB has not given any notice of cancellation in accordance with Condition 3.3, then You must give written evidence to RB's nominated logistics representative of the failed delivery by the end of the Working Day following the agreed delivery date or Delivery Slot (as applicable). Provided that You have done so, and save where such failure is caused by the circumstances set out in Condition 3.4c), RB shall (at its option, and as Your exclusive remedy), either deliver the Goods within a reasonable time or issue a credit note for the price of the undelivered Goods against any invoice raised for such Goods. This shall be the full extent of RB's liability for that failure to deliver, and You must pay the relevant invoice in full.
- b) Where RB delivers the Goods, but fails to deliver them On Time, then save where the delay is caused by circumstances set out in Condition 3.4c), Your only remedy shall be as set out in Condition 3.3 and RB will not be liable for any loss (including without limitation loss of revenue or profit), costs, fees, damages, charges or expenses caused or incurred, directly or indirectly, by any delay in the delivery of the Goods, even where caused by RB's negligence.
- c) RB will not be liable for any failure to deliver, or delay in delivering, the Goods that is caused by:
 - (i) a Force Majeure Event;
 - (ii) Your failure to provide RB with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods;
 - (iii) You not accepting delivery (or, as set out in Condition 3.1a)(ii), collecting the Goods) despite the Goods being presented for delivery (or collection) On Time;
 - (iv) On Time delivery of the Goods not being possible due to being held in a queue at or near to Your premises.
- d) Where RB is prevented or delayed in delivering the Goods due to circumstances set out in Condition 3.4c)(ii) to (iv) (inclusive) above, RB may at its absolute discretion:
 - (i) wait until You accept delivery of the Goods and charge You for all reasonable and properly incurred costs, charges and losses incurred by RB (including, without limitation, haulage charges) arising from such circumstances;
 - (ii) store the Goods until actual delivery (provided that You agree within 3 Working Days of the original Delivery Slot a new Delivery Slot acceptable to RB) – in which case, delivery will be in accordance with these Conditions, except that You will also be liable for all reasonable and properly incurred costs and expenses (including,

without limitation, storage, picking, loading, unloading, haulage, insurance and related overhead costs) arising from such circumstances; and/or

- (iii) terminate any Orders (including the Order in respect of which RB was unable to make delivery and any other Order which is outstanding between You and RB) without liability to You and charge You all reasonable and properly incurred costs and expenses incurred by RB (including, without limitation, storage, picking, loading, unloading, haulage, insurance and related overhead costs) in relation to such termination.

3.5 Failings at Your Delivery Point

Without prejudice to any other rights and remedies that RB may have, if any of Your delivery points refuse or delay delivery of Goods or impose unreasonable restrictions or procedures or otherwise cause difficulties for delivery of the Goods, and are not expressly entitled to do so in accordance with these Conditions ("**Delivery Problems**"), then, if RB notifies You of those Delivery Problems and You do not resolve them within a reasonable timeframe, RB shall be entitled, at RB's absolute discretion, to suspend further deliveries of Goods to such delivery points.

3.6 Your Unloading Facilities

You will provide, at Your expense at the place of delivery, adequate and appropriate facilities (to ensure dry, clean and safe unloading), equipment and manual labour for unloading the Goods. RB's delivery driver shall not be obliged to unload the Goods from a vehicle or use any of Your machinery to enable You to meet Your obligation under this Condition or Condition 3.13 below.

3.7 Outer Packaging

RB shall use its reasonable endeavours to ensure that the outer packaging for the Goods shall be reasonably suitable for domestic transit in the UK, but shall have no further liability to You in respect of the packaging of the Goods.

3.8 Delivery By Instalments

- a) Although RB normally makes single deliveries, RB may, at RB's absolute discretion, make delivery of the Goods by instalments and in which case RB shall invoice You, and You shall pay, for each instalment individually.
- b) Where the Goods are to be delivered in instalments RB will separate Your Order into two or more separate sub-orders and each such sub-order will constitute a separate contract. Any delay in delivery of, or defect in, an instalment shall not entitle You to reject any other instalment. In such circumstances You shall be responsible for payment of the quantity of Goods delivered in each sub-order as recorded in accordance with this Condition.

3.9 Your Obligation to Inspect on Delivery

You shall be responsible for arranging for inspection of the Goods and ensuring that the Goods comply with Your Order and are of an appropriate quality on delivery. RB shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection, and which is made after Completed Delivery, or where You have noted the issue on delivery but not allowed RB's driver or other personnel to witness that inspection.

3.10 Proof Of Delivery Notes and Evidence of What RB has Delivered to You

- a) The quantity of any consignment of Goods is recorded by RB on an RB proof of delivery note or equivalent document provided to You upon delivery ("**POD**"). Such POD shall be conclusive evidence of the quantity received by You on delivery unless You can provide conclusive evidence proving the contrary. Upon receipt of the POD, You must clearly record in full any damage or discrepancies between the POD and the Goods delivered to You (including without limitation any shortages in the Goods delivered compared to the POD) which would be reasonably apparent on delivery, including, without limitation:
 - (i) any incorrect Goods;
 - (ii) any visual damage to the Goods; and/or
 - (iii) any discrepancy between the quantity of Goods requested in the Order and the quantity actually delivered (including any additional Goods not requested in the Order).
- b) You must sign or appropriately stamp the POD **at the time of delivery** and return it, together with any damaged Goods or evidence of any other discrepancy between the Order and the delivery of the Goods that is apparent on delivery, to the RB delivery driver.

3.11 Failure to Highlight Discrepancies on the POD

- a) You acknowledge that the POD reflects the Goods delivered by RB and You therefore accept that, unless a discrepancy is clearly identified on the POD **at the time of delivery** and returned to the RB driver (together with any Goods which are the subject of the discrepancy – if applicable)

in accordance with Condition 3.10b) above, You will be liable for the invoice raised for the Goods as set out in the POD. It is Your responsibility to check the Goods at the point of delivery and accordingly, any POD marked "**SIGNED UNCHECKED**" or some similar marking shall be deemed to indicate Completed Delivery of all Goods detailed on the POD.

- b) **Save for latent defects notified pursuant to Condition 3.14b) and subject to Condition 9.2, RB will not accept any liability, and in no circumstances shall You be entitled to set off any amount whatsoever, for any purported discrepancy between the POD and the Goods physically delivered and/or originally requested in an Order, unless such discrepancy is recorded on the POD or otherwise permitted in accordance with Condition 7.4.**

3.12 Discrepancies with an Invoice

- a) Goods are invoiced at the price set by RB and reasonably notified to You from time to time, and not at the price specified in any Purchase Order submitted by You. RB will notify You if there is any discrepancy between the price set out in Your Purchase Order and that recorded on RB systems and in the absence of any rejection of the price notified to You prior to delivery of the Goods, the price recorded on RB systems shall prevail.
- b) In the unlikely event of any discrepancy between an invoice and the POD, a claim must be made to RB's customer services team in writing within seven (7) days of the date of the invoice, otherwise the invoice shall be deemed correct. If the invoice needs to be updated to reflect any errors in delivery as recorded on the POD, then the RB customer services team will liaise with You to resolve the situation and issue a debit or credit note (as applicable) as soon as possible. **In the event that an invoice is queried, but the invoice is consistent with the POD and no discrepancy was recorded on the POD at the time of delivery, then provided that the invoice reflects the correct prices for the Goods as described above, payment of the invoice must be made in full and in no circumstances shall You be entitled to set off any amount whatsoever in respect of that invoice.**

3.13 Your Commitment on Turnaround Time

You shall ensure that unloading of the Goods, signing or appropriately stamping the POD and authorising departure of the delivery vehicle takes place within 90 minutes of the commencement of delivery of the Goods.

3.14 When You have Legally Accepted the Goods

You will be deemed to have accepted the Goods as being in accordance with the Order and these Conditions unless:

- a) Apparent Defects: upon delivery You notify RB in writing of any apparent defect or other failure of the Goods to conform with the Order by recording such defect on the POD; or
- b) Latent Defects: where the defect or failure would not reasonably be apparent on delivery, You notify RB in writing of any defect or other failure of the Goods to conform with the Order within 3 days of the time You first became aware (or ought reasonably to have become aware) of the defect, failing which You shall not be entitled to reject the Goods and RB shall have no liability for such defect or failure, and You shall be bound to pay the price as if the Goods had been delivered in accordance with Your Order.

3.15 Expiry Dates

Unless otherwise agreed in writing, RB gives no warranty as to the amount of time remaining from delivery of the Goods until the end of the "expiry date" marked on the Goods.

3.16 RB's Primary Packaging, Labelling and Trade Marks

You shall not at any time alter, remove or tamper with any primary packaging (excluding outer packaging) or any labelling or trade marks on any Goods, or affix any additional trade marks or trade designations on to any Goods without RB's prior written consent. In no circumstances shall You tamper with, remove or alter the stated "expiry date". You must not sell the Goods after the stated "expiry date". In no circumstances shall You sell Goods which are damaged so that, in RB's reasonable opinion, their integrity is compromised.

3.17 The Condition of the Goods on Resale

You shall ensure that all Goods made available for resale are in the same condition (including, without limitation, packaging (excluding outer packaging)) as they were on delivery by RB, unless agreed otherwise by RB in writing.

3.18 Multi-Packs on Resale

Where the Goods are supplied in special consumer packs that contain more than one unit (i.e. multi-packs), these are sold to You on the condition that they will be resold to the end-consumer in this multi-pack format and You shall not split them into and/or sell them as individual units.

3.19 Bar Codes

The printing of bar codes on RB outer cases is for convenience only and although RB will endeavour to observe the EAN UCC specifications, as administered in the UK by GS1 UK Limited, RB cannot accept liability for any loss (including, without limitation, loss of revenue or profit), costs, damage, charges or expenses directly or indirectly attributable to the absence of or any error in such bar code printing.

4 PASSING OF RISK AND LEGAL TITLE

4.1 When Risk Passes to You

The Goods shall be at Your risk from the time of Completed Delivery (which will be determined in accordance with Condition 3.1).

4.2 When Title Passes to You

Full legal title to and property in the Goods shall remain vested in RB (even though they have been delivered and risk has passed to You in accordance with Condition 4.1) until:

- a) RB has received payment in full, in cash or cleared funds, in accordance with these Conditions in respect of all Goods that have been supplied pursuant to the relevant Order; and
- b) all other money payable by You to RB on any other account or under these Conditions generally or any other contract between the Parties has been received by RB in full.

4.3 Your Obligations Prior to Transfer of Full Legal Title to You

Until full legal title and property in the Goods passes to You under Condition 4.2:

- a) You shall hold the Goods on a fiduciary basis as RB's bailee;
- b) You shall store the Goods at Your premises in a proper manner in conditions which adequately protect and preserve the Goods and shall insure them for their full replacement value on RB's behalf, without any charge to RB;
- c) You shall not tamper with any identification upon the Goods or their packaging and shall ensure that they are stored separately from any other goods;
- d) RB shall be entitled to examine any such Goods in storage (and in the case of third party storage, You shall procure such right for RB) at any time during normal business hours upon giving You reasonable notice of RB's intention to do so (subject to RB observing Your reasonable regulations and instructions relating to security and health and safety as notified to RB in advance);
- e) RB may at any time, on demand and without prior notice, require You to deliver the Goods up to RB and RB may repossess and resell the Goods if any of the events specified in Condition 15.1 occurs or if any sum due to RB from You under these Conditions or on any other account or under any other contract between You and RB is not paid when due;
- f) for the purposes of Conditions 4.3d) and 4.3e), RB, RB employees, agents and sub-contractors shall be entitled to free and unrestricted access to any premises owned, occupied or controlled by You at any time (and in the case of third party storage, You shall procure such right for RB) on prior notice (subject to RB observing Your reasonable regulations and instructions relating to security and health and safety as notified to RB in advance); and
- g) RB shall be entitled to maintain an action against You for the price of the Goods notwithstanding that legal, equitable and beneficial title to and property in the Goods has not passed to You.

4.4 Resale Prior to Legal Title Transferring

RB hereby authorises You, at any time following Completed Delivery of the Goods, to use and/or sell the Goods in the normal course of Your business and to pass good title in the Goods to Your customers, if they are purchasers in good faith without notice to RB's rights provided that:

- a) any sale shall be effected in the ordinary course of Your business at full market value; and
- b) Your right to resell shall automatically cease on the occurrence of any event set out in Condition 15.1 and/or if any sum owed to RB by You under an Order, these Conditions generally or any other debt from You to RB has not been received by RB in full.

4.5 Other Remedies

RB's rights and remedies set out in this Condition 4 are in addition to, and shall not in any way prejudice, limit or restrict, any of RB's other rights or remedies in law or equity.

4.6 Following Termination

Following termination of any Order, RB's rights (but not Yours) under this Condition 4 shall continue in full force and effect.

5 PROMOTING WITH RECKITT

5.1 Agreeing Promotion Funding

RB will only be responsible for payment of Promotion Costs where:

- a) You have notified RB in advance of the Promotion; and
- b) RB's authorised representative has agreed in advance in writing:
 - (i) the conditions relating to such Promotion, including the amount of the Promotion Costs, the mechanism and duration of the relevant Promotion and any key criteria that You must achieve and/or conditions which You must satisfy in relation to such Promotion (for example, any minimum volume or amount of sales to be achieved, any minimum order quantity and/or delivery configuration which must be purchased by You, or any maximum promotional price) to trigger the payment of Promotion Costs (collectively the "**Promotion Conditions**"); and
 - (ii) that RB will be responsible for part or all of the Promotion Costs;
- c) promptly, after the end of the Promotion or otherwise on RB's request, You are able to demonstrate to RB's reasonable satisfaction that You have performed the Promotion fully in accordance with the Promotion Conditions;
- d) You claim such Promotion Costs in accordance with Condition 5.2; and
- e) You have complied fully with Your obligations under Condition 5.3.

5.2 Long Stop Date for Presentation of Your Invoices

Where RB agrees to pay for some or all Promotion Costs, then You must claim those Promotion Costs within twelve (12) months of, and not before, the end date of the applicable Promotion, accompanied by adequate documentation evidencing the claim and Your compliance with any applicable Promotion Conditions. Unless otherwise agreed, such claim shall be paid in accordance with RB's standard payment terms (as set out in Condition 7.1). If the Promotion Costs are not claimed in this way and within this timeframe, then RB will not have any liability to You for them.

5.3 Forecasts Provided By You Relating to Promotions

- a) For the avoidance of doubt, Condition 2.7 shall also apply to any forecasts You provide for Your resale of Goods in connection with Promotions.
- b) If RB is in any way contributing to Promotion Costs and RB considers that the quantity of Goods ordered in any Order or forecasted is unreasonable or excessive, then:
 - (i) RB may request that You provide evidence of Your actual sales; and
 - (ii) any Goods that You have purchased for the Promotion, which have not been sold by You as part of the Promotion, will have their price adjusted to the price that would have applied if RB had not provided the Promotion Costs in respect of such Goods,

and RB will then issue an appropriate invoice for the difference in amount due, which will be paid by You in accordance with these Conditions.

5.4 Resale of Discounted Goods

- a) Where, in respect of a Promotion, Goods are supplied by RB to You at a discount (howsoever funded and whether provided at the time of purchase or retrospectively) for promotional purposes, You agree that such Goods will only be sold in accordance with the agreed Promotion Conditions including, without limitation, any agreed MPP (as defined below).
- b) Where, in agreeing to fund a Promotion, RB agrees a level of funding against Your then current chosen retail selling price (which RB will obtain from a store audit, Your website or another system to which You have granted RB direct access) (the resulting price point being referred to as a "**Maximum Promotional Price**" or "**MPP**"), RB's agreement to pay any Promotion Costs or other funding is conditional upon such funding being applied in its entirety to Your retail pricing, for the benefit of Your customers. Accordingly, the funding is conditional upon You reselling those Goods to Your customers at or below the Maximum Promotional Price. Clearly, You remain entirely free to determine Your selling price of those Goods at or below the MPP in Your absolute discretion during the Promotion and You remain entirely free to determine Your retail prices following the end of the relevant Promotion.
- c) Where You decide to resell the Goods above the MPP or other than in accordance with any agreed Promotion Conditions, RB can withdraw RB's support for such Promotion and recover from You any Promotion Costs RB has paid, or any other funding that was applied, in respect of Goods for which such funding was provided but which were resold at a price greater than the MPP.

5.5 Netting Off in Respect of Promotion Costs

If, as set out in Condition 7.4b), RB has agreed in writing to a set-off of costs chargeable by You to RB that relate to a particular Promotion against the price of Goods payable under an Order, then You must (within five (5) Working Days of the date of the invoice) provide reasonable justification for the set-off, obtain RB's written consent and (if such consent is obtained) issue an invoice to RB for the amount that is agreed to be set-off, stating the number of RB's invoice against which sums are being set-off, Order number and a reasonable summary of the reasons for payment. Please note that unless otherwise agreed in writing, no deduction shall be made by You. For the avoidance of doubt, if the right of set-off is granted further to this Condition, the payment terms set out in Condition 7.1 shall not be affected.

6 PRICE

6.1 The Price of the Goods

Unless otherwise agreed in writing by RB, the price for the Goods shall be:

- RB's price in force as at the date of receipt of Your Purchase Order by RB (or if that date is not a Working Day, the first Working Day following receipt); or
- any updated price (as recorded on RB's systems), notified to You by RB in writing in accordance with Condition 6.2, whereby any such updated price shall prevail over any price initially applicable under (a) above.

6.2 Price Increases

- RB may vary the price that it charges for Goods at its discretion. Unless otherwise agreed by RB, RB will endeavour to provide You with a minimum of four (4) weeks' prior written notice in respect of any variation to the price of any Goods, unless specific commodity market conditions dictate otherwise, in which case RB shall provide You with as much prior written notice as reasonably possible in the circumstances. RB shall not be obliged to justify any change in the price of Goods and the new price will become effective on the date specified in RB's notice to You (including, for the avoidance of doubt, in relation to any Orders in place on or prior to such effective date).
- In addition to the rights set out in Condition 6.2a) above, in the event that You do not meet any trading criteria that RB has notified to You in relation to the base price list offered, RB reserves the right to apply a price increase at any time to be applied to Your account on 28 days' notice.

6.3 Your Price File Information on Your Systems

In the event of a conflict between the price information in RB's price files and the price information in Your price files or Your Purchase Order, RB price files shall prevail and You shall be invoiced according to RB price files.

6.4 What RB Price Includes and Excludes

- Unless otherwise stated by RB, all prices quoted for the Goods include all costs and charges in relation to packaging, labelling and delivery.
- Unless otherwise agreed in writing, the price for the Goods shall be exclusive of any value added tax (VAT) (or any replacement tax), which shall be paid by You, in addition to the price, on receipt of a valid VAT invoice.

7 HOW AND WHEN YOU PAY RB

7.1 Your Payment Obligations

Regardless of when delivery of the Goods takes place, You will pay RB's invoices within twenty-eight (28) days of the invoice date or such other payment terms that are set out in an invoice relating to an Order.

7.2 When RB Requires Payment

Time for payment shall be of the essence and is required as set out in Condition 7.1 above.

7.3 Payment Mechanisms

No payment shall be deemed to have been received until RB has received cleared funds. All payments shall be in UK pounds sterling unless otherwise agreed in writing. BACS / CHAPS and credit transfers shall be made to the address notified to You by RB.

7.4 RB's Right to Full Payment

You shall make all payments due under these Conditions without any deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise, **unless** You have

- a valid court order requiring an amount equal to such deduction to be paid by RB to You;**
- RB has agreed to such deduction in advance in writing; or**
- the deduction is made in accordance with Condition 7.5 below.**

7.5 Withholding in Respect of Discrepancies

- In the event of any dispute in relation to an invoice properly raised by You (in good faith and in accordance with Conditions 3.10 to 3.12 (inclusive)) within seven (7) days of the date of the relevant invoice, You may temporarily set-off only such part of the invoice as is in dispute until such time as the dispute is resolved provided that, in the event that the dispute is resolved in RB's favour, You shall be liable for all costs associated with such dispute and all interest due on the withheld amount for the period from the due date of the invoice until full payment. For the avoidance of doubt, You must make payment to RB of any part of the invoice which is not in dispute in accordance with Condition 7.1.
- Payments made following resolution of any discrepancies will not be subject to any Early Settlement Discount (where applicable) unless the discrepancy is resolved and the payment made within the Early Settlement Discount timeframe (agreed with You in writing).

7.6 Reference to Correct Invoice Identification Numbers

If payments received from You are not stated to refer to a particular invoice, RB may appropriate such payment to any outstanding invoice addressed to You from RB (or any other company within the Reckitt Benckiser Group Plc group of companies).

7.7 Receipts

RB will not issue any receipt for payment made by cheque or BACS / CHAPS / credit transfer unless specifically requested by You in advance in writing.

7.8 No Credit Facility Offered

No indulgence granted by RB to You concerning Your obligations under this Condition 7 shall be, or shall be deemed to be, a credit facility, but if any such facility is granted to You by RB, RB may withdraw that facility at RB's sole discretion at any time. RB may suspend performance of any Order (in whole or in part), until You satisfy RB as to Your creditworthiness or give RB such security as RB shall deem appropriate for the full value of the Goods for which payment is outstanding and/or for any other Goods for which You place a Purchase Order in the future.

7.9 Treatment of Late Payments

If any sum due from You to RB under any Order, or these Conditions or any other contract between You and RB is not paid on or before the due date for payment, then all sums owing by You to RB shall become due and payable immediately and, without prejudice to any other right or remedy available to RB, RB may:

- cancel or suspend performance of any Order(s), provided that RB gives You prior written notice of RB's intention to do so, which may include suspending deliveries of the Goods relating to such Order(s) and suspending delivery of any other Goods to You until arrangements satisfactory to RB as to payment or credit have been established;
- appropriate any payment made by You (or any member of Your group companies) to such of the Goods as RB may think fit;
- require You to pay for Goods prior to their despatch or collection from RB's place of business; and
- charge You:
 - interest calculated on a daily basis on all overdue amounts (both before and after judgment) until actual payment at the rate of five per cent (5%) per annum above the base lending rate of HSBC Bank plc prevailing from time to time until payment is made in full; and
 - the cost of obtaining judgment or payment to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure.

7.10 Early Settlement Discount

In the event that You choose to settle an invoice earlier than the payment terms set out in Condition 7.1 above, RB may at its sole discretion apply its standard settlement discount to the net value of the invoice, provided that RB has received payment of such invoice as cleared funds within 14 days of the invoice date (and where the 14th day falls on a weekend or bank holiday the cleared funds are received on the last Working Day within the 14 days) (the "Early Settlement Discount").

8 QUALITY OF THE GOODS

8.1 RB's Assurance

RB warrants that either:

- where an "expiry date" is marked on the Goods – until such expiry date; or
 - where there is no stated "expiry date" – on delivery,
- the Goods shall comply fully with all UK legislation relating to the manufacture and supply of such Goods as in force at the date of the applicable Order.

8.2 Treatment of Defective Good(s)

Subject to Condition 8.3, if You establish to RB's reasonable satisfaction that there is a defect in the Goods or the Goods are otherwise than in accordance with the Order, then RB shall, at RB's option:

- a) where relevant, repair or make good such defect or failure in such Goods free of charge (including all costs of transportation of any Goods or materials to and from You for that purpose);
- b) replace such Goods with Goods which are in all respects in accordance with the Order; or
- c) issue a credit note to You in respect of the whole or part of the Order price of such Goods as appropriate having taken back such materials relating to such Goods,

subject, in every case, to the remaining provisions of this Condition 8 and provided that RB's aggregate liability under this Condition 8 shall in no event exceed Your purchase price of such Goods. The performance of any one of the above options shall constitute an entire discharge of RB's liability for Goods having a defect.

8.3 Your Obligations in Relation to Defective Goods

The remedies set out in Condition 8.2 shall not apply:

- a) where the defect in the Goods would have been apparent on delivery and You have failed to either carry out an inspection on delivery, not notified RB of the issue on delivery, or, where You have noted the issue on the POD but not fully complied with Your obligations as set out in Condition 3.11;
- b) in respect of latent defects only, unless You notify RB in writing of the alleged defect within 14 days of the time when You discover or ought to have discovered the defect; and
- c) unless You afford RB a reasonable opportunity to inspect the relevant Goods and, if RB so requests and where it is reasonable to do so, You promptly return to RB (or such other person RB may nominate) a sample of the Goods within 24 hours, reasonable carriage paid by RB, for inspection, examination and testing and/or otherwise permit RB to have access to the Goods at Your premises or other location where they may be for such purposes.

8.4 Your Obligations on Agreed Uplifts

- a) Where RB has agreed to repair, make good or replace the Goods in accordance with Condition 8.2a) or b) (an "**uplift**"), You shall:
 - (i) agree with RB, in advance, a reasonable collection slot for the defective Goods;
 - (ii) ensure that the defective Goods to be collected are in the same condition and correspond with the same description and quantity, as stated in RB's uplift note and are ready for collection on the type of pallets used for RB delivery of the Goods (or such other pallets as RB may notify to You); and
 - (iii) provide RB with at least 24 hours' notice in the event that the defective Goods will not be ready for collection at the agreed collection slot and seek to agree a new collection slot with RB on a priority basis.
- b) Where RB has otherwise agreed to accept the return of any MHRA regulated Goods:
 - (i) returns can be accepted within 5 Working Days after the original despatch if the delivery premises are not licensed for the storage and distribution of pharmaceutical goods by the MHRA; and
 - (ii) returns can be accepted from licensed premises up to 30 days after the original despatch but will require certification of appropriate storage from the Responsible Person confirming that the Goods have been stored in accordance with applicable Good Distribution Practice (GDP) requirements. This certification shall be supplied to RB no later than 14 days after the uplift.

8.5 RB Replacement Obligations

If RB elects to replace the Goods pursuant to Condition 8.2b), RB shall deliver the replacement Goods to You at RB's own expense at the address to which the defective Goods were delivered and the legal, equitable and beneficial title to the defective Goods which are being replaced shall (if such title has vested in You) immediately re-vest to RB.

8.6 Where RB Has No Liability to You in Respect of Defects

RB shall have no liability in respect of the warranty set out in Condition 8.1 or otherwise:

- a) for defects arising from fair wear and tear, wilful damage, negligence, abnormal working conditions arising after the delivery (or deemed delivery) of the Goods;

- b) for any defect arising from a failure to follow RB's instructions (whether oral or in writing) relating to the Goods, including, without limitation, storage instructions and "Expiry" dates;
- c) where Goods held under ambient storage are not kept free from condensation;
- d) for any misuse or alteration or repair of the Goods without RB's prior written approval; and/or
- e) if You make any further use of the Goods after becoming aware of the relevant defect and/or noting any defect on the POD.

8.7 Exclusions

- a) Except as provided in this Condition 8, RB shall have no liability to You in respect of any defective Goods or the Goods' failure to comply with the warranty in Condition 8.1.
- b) The warranties set out in these Conditions are the only warranties which shall be given by RB in respect of the Goods and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Order.

8.8 Goods Specification

RB reserves the right, without liability to You, to make any changes in the specification of the Goods which are required to conform with any applicable statutory or UK requirements or which do not materially affect the quality or performance of the Goods. Where RB makes such changes, RB will provide You with reasonable prior notice where legally required to do so.

9 **EXCLUSION AND LIMITATION OF LIABILITY**

9.1 Scope of RB's Liability

For the purposes of this Condition 9:

- a) where this Condition 9 excludes or limits RB's liability, it shall be deemed to exclude and limit the liability of RB and its directors, officers, employees, agents and sub-contractors; and
- b) references in this Condition 9 to "**liable**" and "**liability**" include every kind of liability arising under or in connection with these Conditions and any Order including liability in contract, tort (including negligence), misrepresentation, breach of statutory duty, or otherwise howsoever arising.

9.2 Liability which is not Excluded or Limited

Nothing in these Conditions and/or any Order shall exclude or limit any liability for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation;
- c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- d) any liability that cannot legally be limited; or
- e) Your payment obligations under these Conditions and/or any Order.

9.3 Maximum Liability

Subject to Condition 9.2, RB's maximum aggregate liability to You shall be limited to either: (a) the price paid or payable by You for the Goods in respect of which You have suffered or incurred such loss or damage as set out in the relevant Order; or (b) £25,000; whichever is the greater.

9.4 Excluded Liability

Subject to Condition 9.2, RB shall not be liable for any of the following types of loss:

- a) loss of profits (including loss of anticipated savings);
- b) loss of sales or business;
- c) loss of or damage to goodwill;
- d) loss of data;
- e) loss of opportunity;
- f) pure economic loss; or
- g) any indirect or consequential loss.

9.5 Your Obligation to Insure

The price of the Goods has been calculated on the basis that RB will exclude or limit RB's liability as set out in these Conditions and You, by placing an Order, agree and warrant that You shall insure against or bear Yourself any loss for which RB has excluded or limited liability in these Conditions and RB shall have no further liability to You. Should You require RB to accept a greater liability under a specific Order or these Conditions generally, please notify RB and RB can consider how that will affect the prices at which You buy RB Goods.

10 YOUR OBLIGATIONS IN RELATION TO THE GOODS AND YOUR INDEMNITY TO RB

10.1 Your Indemnity to RB

You irrevocably and unconditionally agree to indemnify and keep indemnified RB and RB's directors, officers, employees, sub-contractors and agents (collectively, the **"RB Indemnified Parties"**) (who shall have no duty to mitigate their loss) in full and on demand and keep them so indemnified against all losses, liabilities, damages, costs and expenses (including without limitation legal and other professional advisers' fees and all consequential and economic loss (including without limitation loss of profit, future revenue, reputation or goodwill and anticipated savings)) whether direct or indirect, made against or incurred or suffered by RB or any of the RB Indemnified Parties and whether wholly or in part resulting from any third-party claim, demand, proceedings or action following a sale by You of the Goods or Your storage of them pending sale unless and to the extent that such third-party claim, demand, proceedings or action results from any defect in the Goods (other than a defect arising where the circumstances set out in Condition 8.6 apply).

10.2 Your Obligations in Relation to the Goods

You shall at all times:

- a) follow RB's reasonable instructions (whether oral or in writing) in relation to the Goods, including, without limitation, storage instructions and "expiry" dates;
- b) keep the Goods at an appropriate temperature;
- c) keep Goods held under ambient storage free from condensation; and
- d) not misuse or alter or repair the Goods without RB's prior written approval.

10.3 Sale of RB Goods

Goods are sold to You on the condition that:

- a) You shall not sell, market, promote or supply (directly or via a third party) any of the Goods to customers outside the United Kingdom;
- b) You have all relevant licences required to sell the Goods (including where relevant licences for the sale of healthcare Goods (including a Wholesale Dealer's Licence)); and
- c) if Goods are subject to any restrictions on sale (including restrictions on the sale of healthcare Goods so that they are made by persons appropriately authorised), You supply such Goods only in full compliance with all applicable laws (including where appropriate via authorised persons only).

11 SAFETY FIRST

11.1 RB Guidelines

You shall comply at all times with RB's written instructions and all written guidelines issued from time to time by RB relating to the Goods concerning their storage, application, resale, recall and use and You shall refer Your employees and Your customers to such instructions and guidelines. RB's instructions, guidelines and requirements set out in Conditions 11 and 12 shall override any of Your procedures, instructions or guidelines.

11.2 Your Co-Operation

Notwithstanding any other Condition, if RB notifies You in writing of any defect in or relating to the Goods previously delivered to You at any time or any error or omission which exposes or may expose end-consumers to any risk of death, injury or damage to property, You shall co-operate fully and promptly with any steps taken by RB under Conditions 11.3 to 11.6 (inclusive) below.

11.3 Recall Mechanisms

RB may, at RB's entire discretion, recall any Goods already sold to You (whether for a refund or credit or for replacement of the Goods which shall in each case be determined by RB at RB's discretion) (**"Product Recall"**) and/or issue any written or other notification to You about the manner of use or operation of any Goods already sold by You to Your customers.

11.4 Your Necessary Assistance in a Recall Situation

If there is a Product Recall You will co-operate with RB to ensure that the Product Recall is promptly and effectively dealt with including without limitation (and in each case, where requested by RB or RB's authorised agent):

- a) advising promptly, and providing details to RB of, all retail outlets, trade customers (if any) to whom Recalled Goods have been supplied, and requesting such retail outlets, trade customers to comply with obligations equivalent to those in Conditions 11.3 to 11.6 (inclusive);
- b) ceasing to sell or distribute Recalled Goods;
- c) removing Recalled Goods from shelves at retail outlets and warehouses, returning them to Your central location, isolating them from other Goods

and labelling them as "QUARANTINED", ensuring that the Recalled Goods are not sold and making the Recalled Goods available for collection by RB;

- d) if specifically requested by RB, destroying the Recalled Goods in accordance with RB's guidelines and, if required by RB, under the supervision of RB's personnel or agents;
- e) carrying out stock audits to ensure all Recalled Goods have been identified and removed;
- f) appropriately displaying product recall notices, provided by RB, at all outlets;
- g) providing contact details (including 24-hour telephone contact) of Your relevant personnel responsible for arranging the Product Recall;
- h) allowing RB's personnel or agents reasonable access to Your premises to allow audits to take place to check the effectiveness of the Product Recall;
- i) ensuring all Your relevant personnel are aware of and prepared for applying the Product Recall procedures set out in this Condition 11; and
- j) promptly completing and returning to RB any RB Product Recall checklists that RB provides to You.

11.5 Communication of a Recall

A Product Recall and procedures relating to it may be communicated to You by RB by any reasonable means including without limitation via telephone, email and trade publications. You will not make any public statement regarding a Product Recall without RB's prior written consent.

11.6 Your Obligation to Update RB on Recall Status

On request from RB, You shall report on how You have implemented the Product Recall procedures set out in this Condition 11 and the requirements set out in Condition 12.

11.7 Renewal of Supply

RB may, at RB's absolute discretion, only supply Goods once RB is satisfied that You have complied with the obligations set out at Conditions 11.3 to 11.6 (inclusive).

11.8 Your Obligations

If You do not comply with Conditions 11.3 to 11.6 (inclusive) then RB, subject to Condition 9.2, shall have no liability for the Recalled Goods to the extent that Your failure so to comply causes loss or damage.

11.9 Recall Compensation

Without prejudice to any other right or remedy available to You, if RB initiates a Product Recall then, subject to Condition 11.8 and as Your exclusive remedy, RB shall pay to You as compensation:

- a) a refund of the price paid by You to RB for the Recalled Goods; and/or
- b) where you have resold the Recalled Goods to end-consumers, reimbursement to You for any liability You directly incur to Your end-consumer (but not any other type of customer) in relation to Recalled Goods, to the extent You are legally obliged to incur such liability to such end-consumers in the absence of special contractual conditions.

11.10 RB's Liability

Except as set out in this Condition 11, and subject to Condition 9.2, RB shall have no liability to You in respect of any Recalled Goods or other liability incurred in connection with a Product Recall.

11.11 Legal Scope of Your Obligations

You shall use all reasonable endeavours to ensure that Your customers (and in turn Your customers' customers) who are not end-consumers are contractually obliged to comply with provisions equivalent to those of Conditions 11 and 12.3.

12 HOW RB DEALS WITH END-CONSUMER COMPLAINTS

12.1 RB Deals with Complaints

You are not authorised to make any representation on RB's behalf in response to any end-consumer or other complaint relating to the Goods.

12.2 RB's Consumer Care Line Information

Subject to Condition 12.4, in the event of receipt of any complaint or query from an end-consumer in relation to the Goods, please direct the end-consumer to RB's consumer care line number (which is usually marked on the Goods) and which otherwise shall be provided to You upon request.

12.3 Scope of RB's Liability If You Decide to Deal with End-Consumer Complaints

If You or Your customer deals with an end-consumer's complaint in relation to any Goods without reference to RB, then RB shall have no liability in respect of such complaint except to the extent that RB is liable to You under these Conditions, to a maximum of the price at which RB sold the affected Good(s) (being the single item or items in respect of which the end-

consumer has complained) to You and RB shall, without prejudice to the generality of the foregoing, have no liability to You for Your costs or expenses, administrative or otherwise in respect of such complaint. RB shall further have no liability under this Condition 12.3 unless You provide: (i) details of the reason for the complaint; (ii) the date of the complaint; (iii) the quality code for the relevant Goods; and (iv) the name and address of the relevant end-consumer (in all cases, where available and subject to any applicable laws applying to the sharing of such information as aforesaid).

12.4 Healthcare Products

- a) You will report to RB any comment made by any person relating to the efficacy of any of the Goods that are healthcare products, including, without limitation, any adverse event, any report of Goods being used during pregnancy, any report that one of the Goods is ineffective, and any report of Goods being given to a child of an age for which the Goods are not licensed (a "**Report**").
- b) You will ensure that such Reports include as a minimum the following information:
 - (i) a description of the event;
 - (ii) a description of the Goods involved (along with any other medical products involved);
 - (iii) the identity of the subject involved; and
 - (iv) the identity of the person reporting the event.
- c) You will ensure that a Report is made no later than the next Working Day after You receive notice of the event to which the Report relates, and that each Report is sent by email to RB at: UKDSO@reckitt.com, or as otherwise advised in writing by RB.
- d) You will ensure that Your staff are appropriately trained so as to ensure the correct performance of the obligations set out in this Condition 12.4.

13 **SUB-CONTRACTING, ASSIGNMENT AND THIRD PARTY RIGHTS**

13.1 Assignment and Sub-Contracting

- a) You are not entitled to assign, mortgage, charge, subcontract, delegate, declare a trust over, transfer or deal in any manner with any of Your rights and obligations under the Order without RB's prior written consent.
- b) RB may assign, mortgage, charge, subcontract, delegate, declare a trust over, transfer or deal in any manner with any or all of its rights and obligations under the Order.

13.2 Third Party Rights

- a) Save where these Conditions expressly reserve rights in respect of RB's group companies (who may enforce their rights against You directly), any person who is not a party to the Order (including any director, officer, employee, agent or sub-contractor of either party) shall have no right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision or rights under an Order which expressly or by implication confers a benefit on that person, save that RB's directors, officers, employees, agents or sub-contractors may enforce their rights under an Order against You only with RB's prior written consent.
- b) Even if a person who is not a party to an Order has a right to enforce any provision of these Conditions or any such Order, the Parties may vary or cancel the Order between them without requiring the consent of such third party.

14 **FORCE MAJEURE**

14.1 Events Which Cannot be Reasonably Controlled

Neither Party shall be liable for any failure or delay in meeting its obligations under an Order to the extent that such failure or delay is attributable to circumstances beyond that Party's reasonable control or those of its suppliers and sub-contractors (including, without limitation, acts of God, pestilence, crop failure, disease (including epidemics and pandemics), raw material shortages which affect availability of a product, fire, flood, lightning, war, revolution, acts of terrorism, strikes, lockouts or other industrial action or failure of IT systems) ("**Force Majeure Event**") provided that the Party whose performance of its obligations under these Conditions is delayed or will not be completed promptly notifies the other Party in writing of such Force Majeure Event.

14.2 Impact of such Force Majeure Events

In the event that the Force Majeure Event continues for an uninterrupted period of 8 weeks from receipt of notice under Condition 14.1, or for an interrupted period of more than 12 weeks in any 52-week period, either Party may, upon written notice to the other Party, terminate the affected Order and any other Orders then outstanding under these Conditions.

15 **TERMINATION AND SUSPENSION RIGHTS**

15.1 Termination and Suspension Rights

- a) Each Party may, as it thinks fit, (without prejudice to any other rights or remedies it may have against the other Party) immediately terminate all Orders made pursuant to these Conditions upon written notice to the other Party if:
 - (i) the other Party commits a material breach of any of its obligations under these Conditions (including any Order hereunder) which is incapable of remedy;
 - (ii) the other Party commits a material breach or persistent breach of any of its obligations under these Conditions (including any Order hereunder) which is capable of remedy and fails to remedy such breach within a period of 14 days of receipt of notice to remedy such breach by the terminating Party;
 - (iii) any distress, execution or diligence is levied upon any of the other Party's goods or property and is not paid out within 7 days of it being levied;
 - (iv) the other Party (being a partnership) or Your partner offers to make any arrangements with or for the benefit of its creditor or its partner generally or there is presented in relation to it or its partner a petition of bankruptcy;
 - (v) the other Party (being a limited company) is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or the other Party calls a meeting for the purpose of passing a resolution to wind up its company, or such a resolution is passed, or it presents or has presented a petition to wind up or present or have presented a petition to appoint an administrator, or has an administrative receiver or receiver appointed to the whole or any part of its business, undertaking, property or assets;
 - (vi) the other Party ceases, or threatens to cease, to carry on business;
 - (vii) a secured lender of the other Party takes any steps to obtain possession of the property on which it has security or otherwise to enforce its security; or
 - (viii) the other Party suffers or undergoes any procedure analogous to any of those specified in Conditions 15.1a)(iii) to (vii) inclusive above or any other procedure available in the country in which it is constituted, established or domiciled against or to an insolvent debtor or available to the creditors of such a debtor.
- b) Without prejudice to its other rights or remedies, RB may terminate any Order(s) with immediate effect by giving written notice to You if:
 - (i) You fail to pay any amount due under the Order on the due date for payment;
 - (ii) You undergo a change of Control and whereby for the purposes of this Condition 15.1b)(ii), "Control" has the meaning specified in Section 416 of the Income and Corporation Taxes Act 1988; or
 - (iii) You act or omit to act in such a way as would in RB's reasonable opinion bring RB into disrepute or otherwise damage RB's reputation.
- c) Without prejudice to any right or remedy available to RB, RB may suspend further performance of any of RB's obligations under these Conditions (including all Orders hereunder) or delivery of Goods or stop any Goods in transit or by notice in writing to You if any of the events specified in Conditions 15.1a)(i) to (viii) inclusive above occurs or RB has a reasonable belief that it is about to occur in relation to You.

15.2 Consequences of Termination

- a) Notwithstanding any such termination or suspension in accordance with Condition 15.1 above, You shall immediately pay RB all of RB's unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, RB shall submit an invoice, which You shall pay immediately on receipt.
- b) Termination of any Order(s), however arising, 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 an Order which existed at or before the date of termination.
- c) Any termination of any Order or these Conditions (for whatever reason) shall not affect the coming into force or the continuance in force of any provision of these Conditions which is expressly or by implication intended to come into or continue in force on or after such termination.

16 **NOTICES**

16.1 Notices

- a) All notices between the Parties about any matter arising under these Conditions must be in writing and:
 - (i) delivered by hand or sent by pre-paid first class post; or

(ii) sent by email.

b) Notices shall be sent to the following addresses:

- (i) in the case of notices to RB: (1) where sent by hand or by pre-paid first class post, to RB's registered office marked for the attention of the General Manager; and (2) where sent by email, to the following email address marked for the attention of the General Manager, or such other address details as shall be notified by RB to You in writing; or
- (ii) in the case of notices to You: (1) where sent by hand or by pre-paid first class post, to any address of Yours as set out in RB's price and customer file; and (2) where sent by email, to the email address as logged in RB's price and customer file, or such other address details as shall be notified to RB by You in writing.

16.2 Receiving Notices

a) Notices shall be deemed to have been received:

- (i) if sent by pre-paid first class post, 2 Working Days after posting (exclusive of the day of posting);
- (ii) if delivered by hand, on the day of delivery or, if that is not a Working Day in the country of the recipient, the first Working Day after delivery; or
- (iii) if sent by email, at the time of transmission, or if this time falls outside business hours in the place of receipt, when business hours resume (and where for the purposes of this Condition, "**Business Hours**" shall mean the period from 9.00 am to 5.00 pm on any Working Day).

b) This Condition 16 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17 **EVERYTHING ELSE**

17.1 RB's Intellectual Property

- a) Any Intellectual Property created by RB in the course of the performance of an Order or otherwise in the manufacture of the Goods shall remain RB's property.
- b) Nothing in these Conditions shall be deemed to have given You a licence to, or any other right to use, any of RB's Intellectual Property. You shall not take any action which prejudices or denigrates RB's trade marks or in any way devalues the goodwill associated with RB's Goods (including without limitation altering RB's trade marks in any way or using on goods similar to the Goods any marks or any get-up similar to that associated with the Goods).

17.2 Compliance

- a) You shall at all times comply with all applicable laws and regulations in force and RB's Third Party Code of Conduct, found at <https://www.reckitt.com/our-company/policies-reports/>.
- b) You shall not contravene or circumvent any Sanctions, nor do, or omit to do, any act that will cause or lead RB to contravene any Sanctions. In relation to Sanctions-related compliance:
 - (i) You warrant that neither You, nor any of Your subsidiaries, parent companies, directors, officers or employees, nor, to the best of Your knowledge, any of Your subcontractors or agents who will perform activities in connection with these Conditions, is a Sanctions Target; and
 - (ii) You shall notify RB immediately in writing if it or any such person becomes a Sanctions Target or contravenes Sanctions during the term of an Order under these Conditions.
- c) You shall comply with all applicable anti-bribery and anti-corruption laws, including the Bribery Act 2010. You shall not, and shall procure that Your directors, officers, employees, agents, and subcontractors shall not, directly or indirectly, offer, promise, give, request, agree to receive, or accept any bribe, facilitation payment, or other improper advantage in connection with these Conditions or any contract made pursuant to them.
- d) You shall comply with the Modern Slavery Act 2015 and shall maintain throughout the term of these Conditions Your own policies and procedures to ensure compliance with that Act. You shall promptly notify RB of any actual or suspected breach of the Modern Slavery Act 2015 in Your supply chain.
- e) Breach of this Condition 17.2 shall constitute a material breach of these Conditions.

17.3 Structure

Nothing in these Conditions shall create, or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties.

17.4 Waiver

- a) The rights and remedies of either Party in respect of these Conditions shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance, or extension of time granted by such Party to the other nor by any failure of, or delay by the said Party in ascertaining or exercising any such rights or remedies.
- b) Any waiver by either Party of any breach of these Conditions shall not prevent the subsequent enforcement of that breach and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

17.5 Severance

If at any time any one or more of these Conditions (or any sub-Condition or paragraph or any part of one or more of these Conditions) is held to be or becomes void or otherwise invalid, illegal or unenforceable for any reason under any applicable law, the same shall be deemed omitted from these Conditions and the validity and/or enforceability of the remaining provisions of these Conditions shall not be in any way affected or impaired as a result of that omission.

17.6 Amendments

RB shall be entitled to amend these Conditions at any time by notification to You, or by otherwise communicating an updated version of these Conditions whether via its website or otherwise. No other variation of these Conditions (as between You and RB) shall be effective unless it is expressly agreed in writing and signed by one of RB's authorised signatories.

17.7 Confidentiality

- a) Each Party shall keep confidential all confidential or sensitive information of the other Party (the "**Discloser**"), including without limitation all written or oral information or information in electronic form which is designated as confidential by the Discloser or which by virtue of its character or the circumstances or manner of its disclosure is evidently of a confidential nature (which shall include, but not be limited to, documents, drawings, specification data, toxicological data, graphics, letters and samples, electronically transmitted documents, and emails) ("**Confidential Information**") and shall not, without the prior written consent of the Discloser, disclose any Confidential Information to any third party. Notwithstanding the foregoing, Confidential Information does not include information that:
 - (i) is or becomes generally available to the public (other than as a result of the receiving Party's breach);
 - (ii) can be shown by the receiving Party to have been known to it on a non-confidential basis before disclosure by the other Party;
 - (iii) was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to that Party's knowledge, is not bound by a confidentiality agreement with the discloser or otherwise prohibited from disclosing the information to that Party;
 - (iv) is developed by or for the receiving Party independently of the information that has been disclosed by the other Party; or
 - (v) the Parties agree in writing is not confidential or may be disclosed.
- b) The Party receiving the Confidential Information (the "**Recipient**") shall only disclose the Discloser's Confidential Information:
 - (i) to its employees (or those employees of its group companies), consultants, agents, sub-contractors or advisers who need to know such Confidential Information for the purposes of performing the Recipient's obligations under these Conditions and/or any Order and who are bound by duties of confidentiality no less onerous than those contained in this Condition 17.7, and which the Recipient agrees to enforce at its expense and at the Discloser's request;
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- c) Each Party shall use the other Party's Confidential Information solely for the performance of its obligations under these Conditions and/or any Order.
- d) The provisions of this Condition 17.7 shall survive termination or expiry of any Order or of these Conditions.

17.8 What You Say About the Goods

You agree that in respect of the Goods You shall not engage in any unfair trade practices or make any false or misleading statements or representations in advertising, printed material or otherwise with respect to any of the Goods bearing RB's name or trade marks or other Intellectual Property.

18 **GOVERNING LAW AND JURISDICTION**

- a) These Conditions and each Order, and any dispute or claim arising out of or in connection therewith shall be governed by and be construed in all respects in accordance with the laws of England and Wales.

- b) 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 these Conditions and/or any Order, or their subject matter or formation.