



**Worldwide Global Brands Ltd**

## **TERMS AND CONDITIONS OF PURCHASE**

### **1. DEFINITIONS**

In these terms and conditions, the following words shall have the following meanings:

Worldwide Global Brands Ltd (Company no. 13768355) registered office 20-22, Wenlock Road, London, United Kingdom, N1 7GU, UK

**Conditions:** these terms and conditions;

**Contract:** the Purchase Order and the Seller's acceptance of the Purchase Order (on and subject to these Conditions), these Conditions and where Condition 6 applies also the relevant ICC Incoterms;

**Goods:** any goods agreed in the Contract to be purchased by WORLDWIDE GLOBAL BRANDS LTD from the Seller (including any part or parts of them) including the packaging relating to them and any instruction books, operating or assembly manuals;

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright, trademarks, service marks, rights in get-up, rights in goodwill and to sue for passing off, unfair competition rights, design rights, moral rights, rights in confidential information (including know-how and trade secrets) all applications for renewals and extensions of any such rights, and all other intellectual property rights of a similar nature (whether registered or unregistered), in each case, subsisting anywhere in the world;

**Purchase Order:** WORLDWIDE GLOBAL BRANDS LTD's written instructions to the Seller to supply the Goods and/or Services subject to these Conditions;

**Seller:** the person, firm, company or other body corporate (wherever incorporated or registered) who accepts WORLDWIDE GLOBAL BRANDS LTD's Purchase Order;

**Services:** any services agreed in the Contract to be provided by the Seller (including any part or parts of them);

**Site:** the place to where the Goods are to be delivered, as notified to the Seller by WORLDWIDE GLOBAL BRANDS LTD;

**UK:** the United Kingdom of Great Britain and Northern Ireland.

In these Conditions, unless the context requires otherwise:

1.2.1 references to any "Condition" means that condition or term of these terms and conditions and includes each sub-paragraph thereof unless expressly stated to the contrary;

1.2.2 headings are for convenience only and do not affect the interpretation of these Conditions;

1.2.3 words importing the singular include the plural;

1.2.4 references to persons shall include bodies corporate and unincorporated and (in each case) vice versa;

1.2.5 any reference to "including" shall mean "including without limitation";

1.2.6 any reference to "writing" or "written" includes communications by hand, post, airmail, fax and/or email.

### **2. APPLICATION OF TERMS**

Subject to any variations under Condition, the Contract will be subject to these Conditions and they (together with any implied by Condition 3.3 and any incorporated by Condition 6.1 below) shall govern the Contract to the entire exclusion of all

other terms or conditions (including any terms or conditions which the Seller purports to apply or incorporate under any quotation, acknowledgement or acceptance of order, specification or any other document or communication or implied by trade, custom or course of dealing).

2.1 Each Purchase Order for Goods and/or Services which WORLDWIDE GLOBAL BRANDS LTD submits to the Seller shall be deemed to be an offer by WORLDWIDE GLOBAL BRANDS LTD to purchase Goods and/or Services on and subject to these Conditions, and the Purchase Order on and subject to these Conditions shall be deemed to be accepted on the earlier of the Seller either expressly (by confirming acceptance) or impliedly (by any act of the Seller consistent with fulfilling the Purchase Order in whole or in part) accepting the offer, at which point and on which date the Contract shall come into existence on and subject to these Conditions.

2.2 These Conditions apply to all WORLDWIDE GLOBAL BRANDS LTD's Purchase Orders and any variation to these Conditions shall have no effect unless expressly agreed in writing by an authorised representative of WORLDWIDE GLOBAL BRANDS LTD.

### **3. QUALITY AND DEFECTS**

3.1 The Seller warrants and represents to WORLDWIDE GLOBAL BRANDS LTD that, for the period of twenty four (24) calendar months from (i) the date of the Goods being delivered to the Site, or (ii) for imported Goods, from the date of them being in WORLDWIDE GLOBAL BRANDS LTD's physical possession and control in the UK, the Goods will:

3.1.1 be free from defects, including any defect in design, workmanship, and/or materials;

3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 as amended);

3.1.3 conform in all respects with the Purchase Order and the description, specification, design, patterns and colours confirmed or advised by WORLDWIDE GLOBAL BRANDS LTD to the Seller;

3.1.4 be fit in all respects for any purpose held out by the Seller or made known (expressly or by implication) to the Seller by WORLDWIDE GLOBAL BRANDS LTD, and WORLDWIDE GLOBAL BRANDS LTD relies on the Seller's skill and judgment in relation to the fitness of the Goods for any such purpose; and

3.1.5 comply with all applicable laws, statutory requirements and regulations relating to the manufacture, labelling, packaging, packing, export, importation, delivery, operation, storage, use and sale of the Goods and packaging, in each country of their manufacture and export and in each country of their importation and sale within the EU and in the UK;

3.1.6 comply with EU and UK health, safety and environmental protection laws and regulations and are accordingly validly CE marked.

3.2 No substitution of the Goods with any similar or other goods is permitted unless prior written approval is obtained from an authorised representative of WORLDWIDE GLOBAL BRANDS LTD.

3.3 WORLDWIDE GLOBAL BRANDS LTD's rights under these Conditions are in addition to any terms implied by the Sale of Goods Act 1979 and/or the Supply of Goods and Services Act 1982 (each as amended from time to time) in favour of WORLDWIDE GLOBAL BRANDS LTD.

3.4 At any time prior to delivery of Goods to WORLDWIDE GLOBAL BRANDS LTD, WORLDWIDE GLOBAL BRANDS LTD shall be entitled to inspect and test the Goods at any premises (including the Seller's or those of its agents or sub- contractors) as WORLDWIDE GLOBAL BRANDS LTD may require.

3.5 If the results of such inspection or testing cause WORLDWIDE GLOBAL BRANDS LTD to be of the opinion that the Goods do not conform or are unlikely to conform with the Purchase Order or to any description, specification, design, patterns and/or colours confirmed or advised by WORLDWIDE GLOBAL BRANDS LTD to the Seller, WORLDWIDE GLOBAL BRANDS LTD shall inform the Seller and the Seller shall immediately take all such action as is necessary to ensure conformity with the same and in addition WORLDWIDE GLOBAL BRANDS LTD shall have the right to require and attend any further testing and inspections as it considers necessary.

3.6 Notwithstanding any such inspection or testing, the Seller shall remain fully responsible for the Goods and any such inspection or testing shall not limit, reduce or otherwise affect the Seller's obligations under the Contract or any of these Conditions.

3.7 The Goods shall be marked in accordance with any instructions of WORLDWIDE GLOBAL BRANDS LTD and any applicable regulations and the requirements of any carrier in relation to all intended modes of transportation and adequately and securely packed for such transportation.

3.8 The Seller warrants that:

3.8.1 the use and supply of Goods and the sale of them in the UK or any other territory of the EU will not infringe any Intellectual Property Rights of any third party;

3.8.2 the Seller and WORLDWIDE GLOBAL BRANDS LTD are entitled to use any trademarks or other Intellectual Property Rights in relation to the Goods, for their manufacture in any jurisdiction where such manufacture is carried out by the Seller or its agents or contractors, and for the sale of them in any territory within the EU and in the UK, and all necessary licences by any third party proprietors of any of those rights have been obtained by the Seller for it and WORLDWIDE GLOBAL BRANDS LTD; and

3.8.3 the Goods and all parts incorporated in them are not counterfeit goods (which expression shall include (i) copies or imitations of goods or parts without the authorisation of the legally authorised source, and/or (ii) any goods or parts which have been misrepresented as being those of or authorised by the legally authorised source by any supplier at any level of the supply chain of the Seller, and/or (iii) any goods or parts which are used or refurbished items but which are being supplied as new).

3.9 If any of the Goods fail to comply with any of the provisions set out in this Condition 3, WORLDWIDE GLOBAL BRANDS LTD shall be entitled to any one or more remedies listed in Condition 12 and the Seller shall also indemnify WORLDWIDE GLOBAL BRANDS LTD as set out in Condition 4.1.

#### **4. INDEMNITIES AND SELLER'S OBLIGATIONS**

4.1 The Seller shall indemnify and keep indemnified WORLDWIDE GLOBAL BRANDS LTD in full against all direct, indirect or consequential losses or liabilities (which terms include, without limitation, loss of profit, loss of business, damage to goodwill and any similar loss) damage, injury, costs and expenses (including legal and other professional fees and expenses) awarded against, incurred or paid by WORLDWIDE GLOBAL BRANDS LTD as a result of or in connection with any breach of any of the provisions of Conditions 3, 13 or 14 and any of the implied terms referred to in Condition 3.3. In addition, the Seller shall indemnify and keep indemnified WORLDWIDE GLOBAL BRANDS LTD against any claim made against WORLDWIDE GLOBAL BRANDS LTD in respect of any liability, loss, damage, injury, cost or expense sustained or incurred by WORLDWIDE GLOBAL BRANDS LTD's and/or the Seller's employees, agents, customers or any other third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods and/or Services as a consequence of any direct or indirect breach or negligent performance or failure or delay in performance of any of the terms of the Contract by the Seller or any other breach of law or tortious act or omission of the Seller.

4.2 Any of the Seller's personnel entering on to WORLDWIDE GLOBAL BRANDS LTD's premises for any purpose shall be responsible for ascertaining and shall observe the relevant WORLDWIDE GLOBAL BRANDS LTD visitor regulations for the time being and the Seller shall indemnify and keep indemnified WORLDWIDE GLOBAL BRANDS LTD against any loss, damage, liability, cost or expense WORLDWIDE GLOBAL BRANDS LTD may suffer as a result of all acts and omissions of any of those personnel.

4.3 The Seller shall obtain and maintain adequate product liability, public liability, employer liability and professional indemnity insurance with a reputable insurance company to a level acceptable to WORLDWIDE GLOBAL BRANDS LTD. In particular, the Seller's level of insurance should be adequate to compensate WORLDWIDE GLOBAL BRANDS LTD in respect of any breach of Condition 3 and/or arising out of any of the circumstances referred to in Conditions 4.1 and 4.2. At WORLDWIDE GLOBAL BRANDS LTD's request, the Seller shall supply WORLDWIDE GLOBAL BRANDS LTD with a copy of those policies and of the last premium receipts.

4.4 The Seller will provide or procure access at any time to WORLDWIDE GLOBAL BRANDS LTD, its representatives, agents or sub-contractors to its premises and those of any of the Seller's suppliers, for the purpose of carrying out assessments or checks in relation to compliance by the Seller and/or its sub-contracts or suppliers with the Workplace Policy referred to in Condition 13.1.1 below.

4.5 All Intellectual Property Rights in relation to all designs, drawings, specifications or work commissioned by WORLDWIDE GLOBAL BRANDS LTD in relation to the Goods and packaging and promotional materials produced in relation to the Goods for WORLDWIDE GLOBAL BRANDS LTD, shall be the exclusive property of WORLDWIDE GLOBAL BRANDS LTD and the Seller hereby assigns to WORLDWIDE GLOBAL BRANDS LTD with full title guarantee and free from all encumbrances and third party rights all such Intellectual Property Rights. The Seller also agrees to do all such acts and execute or sign all such documents as may be required from time to time by WORLDWIDE GLOBAL BRANDS LTD to give WORLDWIDE GLOBAL BRANDS LTD the full benefit of all the rights referred to in this

Condition 4.5.

## **5. DELIVERY**

5.1 The date for delivery of the Goods shall be as specified in the Purchase Order, or if no such date is specified delivery shall take place as within 28 days of the date of the Purchase Order.

5.2 The time for delivery of the Goods shall be of the essence.

5.3 Except where Condition 6 applies, delivery of the Goods shall take place at the Site and during normal business hours of WORLDWIDE GLOBAL BRANDS LTD. Delivery shall only be deemed to have taken place when the Goods have been fully off-loaded at the Site.

5.4 If the Goods or any part of them are not delivered to the Site on the delivery date under Condition 5.1 then, without prejudice to any other rights WORLDWIDE GLOBAL BRANDS LTD may have, WORLDWIDE GLOBAL BRANDS LTD has the right to do any or all of the following:

5.4.1 cancel and terminate the Contract in whole or in part with immediate effect on giving written notice to the Seller;

5.4.2 refuse to accept any subsequent delivery of the Goods or any instalment of them which the Seller attempts to make;

5.4.3 recover from the Seller any costs incurred by WORLDWIDE GLOBAL BRANDS LTD in obtaining substitute goods and/or Services from another supplier;

5.4.4 where WORLDWIDE GLOBAL BRANDS LTD has paid in advance or paid any deposit for the Goods and/or any Services relating to them, to a refund of the same in full on demand from the Seller; and

5.4.5 claim damages for any additional costs, losses or expenses incurred by WORLDWIDE GLOBAL BRANDS LTD which are in any way directly or indirectly attributable to the Seller's failure to deliver the Goods or any part of them on the due date under Condition 5.1.

5.5 The Seller shall not deliver the Goods in instalments without WORLDWIDE GLOBAL BRANDS LTD's written consent. Where WORLDWIDE GLOBAL BRANDS LTD agrees in writing to accept delivery of the Goods by instalments, they may be invoiced and paid for separately on delivery in accordance with all these Conditions. However, failure by the Seller to deliver any one instalment on time or there being any defect in the Goods in any instalment shall entitle WORLDWIDE GLOBAL BRANDS LTD at its option to treat the Contract for all (or any number) of the instalments as repudiated and to all the remedies under Condition 5.4 and 12 in relation to thereto.

5.6 If for any reason WORLDWIDE GLOBAL BRANDS LTD is unable to or does not wish to accept delivery of the Goods when they are ready for delivery, WORLDWIDE GLOBAL BRANDS LTD may refuse to accept delivery without liability to the Seller and the Seller shall, at the Seller's cost, store the Goods, safeguard them and take all reasonable steps to prevent their deterioration until their actual delivery. In such event, the Goods shall be delivered at a date agreed between WORLDWIDE GLOBAL BRANDS LTD and the Seller.

5.7 If the Seller requires WORLDWIDE GLOBAL BRANDS LTD to return any packaging material to the Seller that fact must be clearly stated on the delivery note delivered to WORLDWIDE GLOBAL BRANDS LTD and any such packaging material will only be returned to the Seller at the risk and cost of the Seller.

5.8 The Seller shall ensure that each delivery is accompanied by a complete packing list or delivery note which shows, inter alia, the Purchase Order number, date of order, number of packages and contents and, in the case of part delivery, the outstanding balance to be delivered.

5.9 If the Goods are delivered to WORLDWIDE GLOBAL BRANDS LTD in excess of the quantities ordered, WORLDWIDE GLOBAL BRANDS LTD shall not be bound to pay for the excess and any excess will be and will remain at the Seller's risk and will be returnable at the Seller's risk and expense.

## **6. EXPORT & IMPORT**

6.1 Where the Contract is for the export of Goods by the Seller from any other country to the UK, the Goods shall be shipped in accordance with the ICC Incoterms 2010 Edition (the "Incoterms"). Unless otherwise agreed in writing by the parties, the applicable Incoterms for shipping and delivery will be FOB (named loading port). Except only in relation to those matters specifically to which the Incoterms apply, all of the other provisions of

all of these Conditions will continue to apply at all times to the Contract.

6.2 The Seller shall comply with all laws and regulations governing the exportation of the Goods from the relevant territory (including obtaining all necessary export licences, permits or authorisations) and all laws and regulations also in relation to the importation of the Goods into the UK (including obtaining and/or assisting WORLDWIDE GLOBAL BRANDS LTD to obtain all necessary import licences, permits or authorisations), and on delivery of the Goods in accordance with Condition 6.1 the Seller shall provide WORLDWIDE GLOBAL BRANDS LTD with copies of all such licences or other authorisations.

## **7. RISK & PROPERTY**

7.1 Title and risk of loss or damage to the Goods shall pass to WORLDWIDE GLOBAL BRANDS LTD on delivery of the Goods in accordance with Condition 5 or (where applicable) Condition 6 above.

## **8. PRICE**

8.1 The price of the Goods and any Services shall be stated in the Purchase Order and unless otherwise agreed in writing by WORLDWIDE GLOBAL BRANDS LTD shall be exclusive of value added tax but inclusive of all other costs and charges including without limitation all charges for packaging, packing, shipping, carriage, insurance, delivery, duties, imposts or levies other than vat.

8.2 No variation in the price or any further or additional charges will be accepted by WORLDWIDE GLOBAL BRANDS LTD, unless such charges are notified to and accepted by an authorised representative of WORLDWIDE GLOBAL BRANDS LTD in writing prior to the carriage of goods.

8.3 WORLDWIDE GLOBAL BRANDS LTD shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller to its customers.

## **9. PAYMENT**

9.1 The Seller shall promptly issue a valid VAT invoice to WORLDWIDE GLOBAL BRANDS LTD for the Goods upon delivery of the Goods. The Seller shall send the invoice for the attention of Purchase Ledger Dept at WORLDWIDE GLOBAL BRANDS LTD's address as set out at Condition 1.1 (or such other address as is notified to the Seller from time to time in accordance with Condition 15.10). All invoices must include the relevant Purchase Order number.

9.2 Provided the Goods are in all respects in accordance with these Conditions and (for Goods imported into the UK) the original bills of lading for all of the Goods have been released and delivered by the Seller to WORLDWIDE GLOBAL BRANDS LTD, then WORLDWIDE GLOBAL BRANDS LTD shall pay the price of the Goods and/or Services within 60 days of the date of invoice unless otherwise agreed in writing by an authorised representative of WORLDWIDE GLOBAL BRANDS LTD, but time for payment shall not be of the essence of the Contract. Payment of any part of the price will not imply acceptance of any of the Goods by WORLDWIDE GLOBAL BRANDS LTD or prejudice any of its rights or remedies under any of these Conditions.

9.3 Without prejudice to any other right or remedy, WORLDWIDE GLOBAL BRANDS LTD reserves the right to set off any amount owing at any time from the Seller to WORLDWIDE GLOBAL BRANDS LTD (whether such amounts are present, future, liquidated or unliquidated and whether related to this or any other contract, account, claim or otherwise howsoever arising) against any amounts payable by WORLDWIDE GLOBAL BRANDS LTD to the Seller under the Contract.

## **10. CONFIDENTIALITY**

10.1 All confidential information concerning WORLDWIDE GLOBAL BRANDS LTD's business, buying processes, volumes and financial terms with suppliers (including also with the Seller), its products, including all technical or commercial know-how, specifications, designs, drawings, inventions, processes, supplier lists and business development plans or initiatives, disclosed to the Seller by WORLDWIDE GLOBAL BRANDS LTD (or its agents) shall at all times remain the property of WORLDWIDE GLOBAL BRANDS LTD and the Seller undertakes to maintain the secrecy of, not to use, other than for the purposes of carrying out its obligations under these Conditions and not to disclose such confidential information, except to such of the Seller's employees, agents or sub-contractors for whom the information is essential for the purpose of the Seller fulfilling its obligations under the Contract and the Seller shall ensure that all such employees, agents or sub-contractors are subject to identical obligations of confidentiality as these on the Seller.

10.2 For the avoidance of doubt Condition 10.1 shall remain in full force and effect notwithstanding any termination of Contract. Condition 10.1 shall not apply where such confidential information subsequently becomes public knowledge (other than by any breach of the Contract by the Seller or breach of confidentiality by its employees, agents or sub-contractors) or is required to be disclosed by

law or regulation.

## 11. TERMINATION

11.1 WORLDWIDE GLOBAL BRANDS LTD shall have the right to cancel and terminate the Contract in whole or in part at any time and for any reason by giving the Seller written notice (notwithstanding the existence at all of any force majeure circumstance relating to the Seller) whereupon all work on the Contract shall be discontinued. Provided that termination is not by reason of any of the circumstances set out in Conditions 11.2.1 to

11.2.10 (inclusive), WORLDWIDE GLOBAL BRANDS LTD shall pay to the Seller fair and reasonable compensation for the work-in-progress 'at cost' to the Seller at the time of such notice of termination but WORLDWIDE GLOBAL BRANDS LTD shall not be liable for any loss of anticipated profit or any indirect or consequential loss or damage (whether loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for compensation whatsoever. The total liability of WORLDWIDE GLOBAL BRANDS LTD to the Seller under this Condition shall in no circumstances exceed the pro-rata price 'at cost' to the Seller for those Goods already manufactured by the time of any such notice of termination being given to the Seller. This Condition shall not in any way detract from the Seller's duty to mitigate its loss arising out of any such cancellation and termination and to give full credit to WORLDWIDE GLOBAL BRANDS LTD for any such mitigation.

11.2 WORLDWIDE GLOBAL BRANDS LTD shall have the right at any time by giving notice in writing to the Seller to terminate the Contract without any liability whatsoever to the Seller if:

11.2.1 the Seller is in material breach of any of its obligations under this Contract and does not remedy that breach (if capable of remedy) within 30 days after written notice of the nature of the breach and WORLDWIDE GLOBAL BRANDS LTD's intention to terminate is given;

11.2.2 the Seller suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits it is unable to pay its debts as they fall due or being a company (or other body corporate wherever incorporated or registered) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

11.2.3 the Seller makes any voluntary arrangement or composition with its creditors;

11.2.4 the Seller (being an individual or firm) becomes bankrupt;

11.2.5 an administrator is appointed to manage the affairs, business and/or property of the Seller, or any steps are taken for the appointment of the same by any person or court of competent jurisdiction or notice of intention to appoint an administrator is given by the Seller or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986);

11.2.6 a resolution is passed or a petition is presented or an order made for the winding up of the Seller (otherwise than for the purpose of a solvent amalgamation or reconstruction) or circumstances arise which entitle a court of competent jurisdiction to make a winding up order of the Seller, or the Seller is dissolved;

11.2.7 an encumbrancer takes possession of or a receiver or administrative receiver is appointed over any of the property, assets or undertaking of the Seller, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager or administrative receiver of the Seller or if any other person takes possession of or sells the Seller's assets;

11.2.8 the Seller ceases or threatens to cease to carry on its business or that part of its business relating to supplies made by it to WORLDWIDE GLOBAL BRANDS LTD;

11.2.9 the Seller takes or suffers any similar or analogous action to those under any of Conditions 11.2.1 to 11.2.8 (inclusive) in any jurisdiction or under the laws of any jurisdiction in consequence of debt, insolvency or cessation of business;

11.2.10 WORLDWIDE GLOBAL BRANDS LTD bona fide believes that any of the foregoing matters in Conditions 11.2.1 to

11.2.9 (inclusive) may occur.

11.3 On termination of this Contract all rights and obligations of the parties under it shall automatically terminate except for such rights of action or liabilities as shall have accrued prior to or on termination and any obligations which expressly or by implication are intended to come into or continue in force

on or after termination.

## **12. REMEDIES**

12.1 Without prejudice to any other right or remedy which WORLDWIDE GLOBAL BRANDS LTD may have, if any Goods are not supplied or the Seller fails to comply with any of the terms of this Contract, WORLDWIDE GLOBAL BRANDS LTD shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by WORLDWIDE GLOBAL BRANDS LTD:

12.1.1 to rescind the Purchase Order and terminate the Contract with immediate effect on giving written notice to the Seller;

12.1.2 to reject the Goods (in whole or in part) whether or not title has passed and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for such Goods shall be paid immediately by the Seller on receiving WORLDWIDE GLOBAL BRANDS LTD's notice of rejection;

12.1.3 at WORLDWIDE GLOBAL BRANDS LTD's option to give the Seller the opportunity at the Seller's expense either to promptly remedy any defect in the Goods or to promptly supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

12.1.4 to refuse to accept any further deliveries or instalments of the Goods without any liability whatsoever to the Seller;

12.1.5 to carry out at the Seller's expense any work necessary to make the Goods comply with the Contract;

12.1.6 recover from the Seller any costs incurred by WORLDWIDE GLOBAL BRANDS LTD in obtaining substitute goods and/or Services from another supplier;

12.1.7 where WORLDWIDE GLOBAL BRANDS LTD has paid in advance or any deposit for the Goods and/or any Services relating to them, to a refund in full on demand from the Seller; and

12.1.8 to claim such damages, losses (including without limitation loss of profit and consequential losses), costs and expenses which may be sustained or incurred in consequence of the Seller's breach of the Contract and/or tort or breach of any law or regulation.

12.2 Without prejudice to all other rights and remedies under any of the other Conditions of the Contract, if the Seller (or its carrier) misses any booking-in slot at the Site (as per the booking reference date and time but giving up to one hour slippage) in relation to the delivery of any order for Goods or instalment:

12.2.1 the Seller shall promptly contact WORLDWIDE GLOBAL BRANDS LTD for a further booking-in slot; and

12.2.2 WORLDWIDE GLOBAL BRANDS LTD shall be entitled to the higher of the sum of £500 (or other contract currency equivalent) or such other sum as is notified by WORLDWIDE GLOBAL BRANDS LTD in advance of delivery, by way of liquidated damages from the Seller for the wasted time, cost and disruption to WORLDWIDE GLOBAL BRANDS LTD.

12.3 If there is a delay in the delivery of the Goods or any instalment of them, WORLDWIDE GLOBAL BRANDS LTD may at its discretion (as an alternative to its rights under Condition 12.1 but in addition to any claim under Condition 12.2) claim or deduct a sum equal to the gross profit on its estimated sales of the delayed Goods or the relevant instalment for each week (or part thereof) that delivery is delayed by way of liquidated damages.

12.4 If any bar codes for Goods are not supplied promptly to WORLDWIDE GLOBAL BRANDS LTD, or if they are not consistent with those on the Goods, or if they are indecipherable, WORLDWIDE GLOBAL BRANDS LTD shall be entitled to the higher of the sum of £500 (or other contract currency equivalent) or such other sum as is notified by WORLDWIDE GLOBAL BRANDS LTD in advance of the bar codes being provided, by way of liquidated damages from the Seller for the cost and inconvenience caused to WORLDWIDE GLOBAL BRANDS LTD in relation to the relevant order for Goods or any instalment under it.

12.5 WORLDWIDE GLOBAL BRANDS LTD's rights under all of these Conditions are in addition to its rights and remedies implied by statute and by common law.

12.6 All of these Conditions shall extend to any repaired or replacement goods and/or any remedial Services relating to the Goods and/or Services which were the subject matter of the Contract.

### **13. ETHICAL TRADING & ANTI-SLAVERY**

13.1 The Seller warrants that:

13.1.1 it has reviewed and distributed to its management a copy of WORLDWIDE GLOBAL BRANDS LTD's Workplace Policy Statement, a copy of which is available at: [www.worldwideglobalbrands.com](http://www.worldwideglobalbrands.com) in relation to ethical business practices (the "Workplace Policy");

13.1.2 it will comply with all of principles and standards as set out in the Workplace Policy at all times;

13.1.3 it does not and will not deal with any sub-contractor or supplier whose own working practices do not comply with each of principles and standards as set out in the Workplace Policy;

13.1.4 it has not and will not carry out any activity at any time which breaches any of the provisions of the Modern Slavery Act 2015 (the "MSA");

13.1.5 it is not aware of any activity of it or in its supply chain which breaches any of the provisions of the MSA or would if carried out in the UK constitute a breach of the MSA;

13.1.6 it will promptly notify WORLDWIDE GLOBAL BRANDS LTD in writing if it has reason to believe at any time that any activity of the Seller or in the Seller's supply chain may breach any of the provisions of the MSA or would if carried out in the UK constitute a breach of the MSA.

13.2 In the event of any breach of any of the provisions of Condition 13.1, WORLDWIDE GLOBAL BRANDS LTD shall be entitled to any one or more remedies listed in Condition 12 and the Seller shall also indemnify WORLDWIDE GLOBAL BRANDS LTD as set out in Condition 4.1.

### **14. ANTI-BRIBERY & CORRUPTION**

14.1 The Seller warrants that:

14.1.1 it has not and will not carry out any activity which breaches any anti-bribery or anti-corruption laws or regulations of any country where it carries on any business;

14.1.2 it has and will maintain adequate procedures to ensure that no activities are carried out by it or its officers or employees which would if carried out in the UK constitute an offence under the Bribery Act 2010 (as amended from time to time).

14.2 In the event of any breach of any of the provisions of Condition 14.1, WORLDWIDE GLOBAL BRANDS LTD shall be entitled to any one or more remedies listed in Condition 12 and the Seller shall also indemnify WORLDWIDE GLOBAL BRANDS LTD as set out in Condition 4.1.

### **15. GENERAL**

15.1 The Seller shall not assign, transfer, charge, subcontract or otherwise deal in any way with all or any of its rights or obligations under the Contract without the prior written consent of WORLDWIDE GLOBAL BRANDS LTD.

15.2 The Seller and WORLDWIDE GLOBAL BRANDS LTD are independent contractors and this Contract does not and shall not be deemed to create any agency, partnership or joint venture between them. Neither party has any authority to act as agent for or to bind each other in any way.

15.3 WORLDWIDE GLOBAL BRANDS LTD reserves the right to defer the date of delivery of the Goods or the date for payment or to cancel or amend the Purchase Order, including reducing the volume of the Goods ordered, if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of WORLDWIDE GLOBAL BRANDS LTD including acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, lock outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that if the event continues for an uninterrupted period of 90 days the Seller shall be entitled to terminate the Contract by written notice.

15.4 Each right or remedy of WORLDWIDE GLOBAL BRANDS LTD under the Contract is (except where expressly stated to the contrary) without prejudice to any other right or remedy of WORLDWIDE GLOBAL BRANDS LTD whether under the Contract, tort or any law.

15.5 Nothing in these Conditions shall exclude or limit WORLDWIDE GLOBAL BRANDS LTD's liability for

death or personal injury caused by the negligence of WORLDWIDE GLOBAL BRANDS LTD.

15.6 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

15.7 Failure or delay by WORLDWIDE GLOBAL BRANDS LTD in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

15.8 Any waiver by WORLDWIDE GLOBAL BRANDS LTD in enforcing or partially enforcing any provision of the Contract by the Seller will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

15.9 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

15.10 A notice or other communication under these Conditions shall be in writing and shall be given in person or sent by pre-paid first class post, airmail, fax, or e-mail to the address of the relevant party as set out above (or another address as specified by that party in writing from time to time). Any notice or other communication shall be deemed to have been duly given if given in person, immediately, if sent by pre-paid first class post, 2 days after posting or by airmail 7 days after posting (in each case excluding the date of posting, public holidays in England and weekends) and if sent by fax or e-mail, upon the date of transmission provided that proof of transmission can be provided.

15.11 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

15.12 This Contract (together with any documents referred to or executed under it) constitutes the entire understanding between the parties concerning the subject matter of the Contract. The parties confirm that they have not entered into this Contract on the basis of any representations that are not expressly incorporated into this Contract. Nothing in this Condition shall however, operate to exclude or limit any liability of either party for fraud or fraudulent misrepresentation.

15.13 Where a Purchase Order is issued by WORLDWIDE GLOBAL BRANDS LTD to a Seller in a country which has ratified the United Nations Convention on Contracts for the International Sale of Goods (the "CISG") it is hereby agreed by the Seller and WORLDWIDE GLOBAL BRANDS LTD that the CISG will not apply to the Contract.