

TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS

BACKGROUND

RS Integrated Supply has agreed to purchase Goods (as defined below) on behalf of its Clients and the Supplier has agreed to supply such Goods on the terms and conditions set out below.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In these Conditions, the following definitions apply:

"Business Day" means a day (other than a Saturday or Sunday) when banks are open for business in the jurisdiction in which the RS Integrated Supply entity identified in the relevant purchase order form or in the written acceptance of the Supplier's quotation (as the case may be) is incorporated;

"Client" means a client or customer of RS Integrated Supply;

"Commencement Date" has the meaning set out in clause 2.3.2;

"Conditions" means these terms and conditions as amended from time to time in accordance with clause 20.8;

"Contract" means a contract between RS Integrated Supply and the Supplier for the sale and purchase of Goods incorporating these Conditions and the Order;

"Documentation" means the Specification, any descriptions, instructions, manuals, literature, technical details, certificates of compliance or other related materials supplied or requested in connection with the Goods;

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

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"Order" means RS Integrated Supply's order for the supply of Goods, either as set out in RS Integrated Supply's purchase order form or in RS Integrated Supply's written acceptance of the Supplier's quotation (as the case may be);

"Product Liability Claim" means a claim that the Goods are not safe when put to any reasonably foreseeable use;

"RS Integrated Supply" means the RS Integrated Supply entity identified in the relevant purchase order form or in the written acceptance of the Supplier's quotation (as the case may be);

"RS Integrated Supply Policies and Procedures" means the RS Integrated Supply policies

including Modern Slavery, Anti-Bribery and Environment Health & Safety, as found at the following link: <https://www.rsgroup.com/esg/codes-policies-and-standards> (as may be updated by RS Integrated Supply from time to time);

"Specification" means any specification for the Goods (including any relevant plans or drawings) provided by RS Integrated Supply or its Client to the Supplier;

"Supplier" means the person or firm from whom RS Integrated Supply purchases the Goods as identified in RS Integrated Supply's purchase order form or in RS Integrated Supply's written acceptance of the Supplier's quotation (as the case may be);

"Supplier Portal" means the internet platform through which RS Integrated Supply shall place Orders with the Supplier; and

"Warranty Period" means a minimum of twelve (12) months from the date the Goods are first utilised by a Client. Supplier shall use best endeavours to offer an extended warranty period for the Goods of up to twenty-four (24) months.

1.2 Construction

In these Conditions, unless the context requires otherwise:

- 1.2.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);
- 1.2.2 any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
- 1.2.3 a **"person"** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.4 a reference to a party includes its personal representatives, successors or permitted assigns;
- 1.2.5 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.6 any phrase introduced by the terms **"including"**, **"include"**, **"in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 1.2.7 a reference to **"writing"** or **"written"** includes e-mails but not faxes; and
- 1.2.8 any reference to an English legal expression for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing will, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly approximates in that jurisdiction to the English legal expression.

2. BASIS OF CONTRACT

- 2.1 Each Order constitutes an offer by RS Integrated Supply to purchase Goods from the Supplier in accordance with these Conditions.

- 2.2** An Order may be withdrawn or amended by RS Integrated Supply at any time before acceptance by the Supplier. If the Supplier is unable to accept an Order, it shall promptly notify RS Integrated Supply via the Supplier Portal.
- 2.3** Each Order shall be deemed to be accepted on the earlier of:
- 2.3.1 the Supplier issuing written confirmation of the terms of the Order; or
 - 2.3.2 any act by the Supplier consistent with fulfilling the Order on the same terms, at which point and on which date the Contract shall come into existence ("**Commencement Date**").
- 2.4** Upon receipt of an Order the Supplier shall immediately notify RS Integrated Supply if the price for any of the Goods in the Order is incorrect. All such notifications shall be made via the Supplier Portal.
- 2.5** If, and to the extent, the Supplier is unable to comply with the obligations in clauses 2.2 or 2.4 due to the fact the Supplier does not have access to the Supplier Portal, then notification can be made by email to such email address designated by RS Integrated Supply in writing.
- 2.6** These Conditions apply to and form part of the Contract between RS Integrated Supply and the Supplier to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3. SUPPLIER OBLIGATIONS**
- 3.1** The Supplier shall ensure that the Goods shall, for the duration of the Warranty Period:
- 3.1.1 correspond with their description and conform to any applicable Specification;
 - 3.1.2 be of satisfactory quality (including that the Goods will be of a quality and have the characteristics which a buyer could reasonably expect from goods similar to the Goods);
 - 3.1.3 be fit for any purpose held out by the Supplier or made known to the Supplier by RS Integrated Supply, expressly or by implication, and in this respect RS Integrated Supply relies on the Supplier's skill and judgment;
 - 3.1.4 be free from defects in design, materials and workmanship; and
 - 3.1.5 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2** The Supplier agrees that the approval by RS Integrated Supply of any design or Specification provided by the Supplier shall not relieve the Supplier of any of its obligations under clause 3.1.
- 3.3** The Supplier warrants and represents that it shall:
- 3.3.1 have all consents, licences, permissions, authorisations and permits that it needs to carry out its obligations under the Contract in respect of the Goods and authorisations necessary to supply the Goods;
 - 3.3.2 ensure the Contract is executed by a duly authorised signatory on behalf of Supplier;
 - 3.3.3 provide high quality Documentation for the Goods;

- 3.3.4 ensure compliance and fulfilment of its obligations in accordance with the Order, the Contract and the RS Integrated Supply Policies and Procedures;
 - 3.3.5 keep RS Integrated Supply fully informed of all activities concerning the Goods and provide RS Integrated Supply with activity reports on request; and
 - 3.3.6 conduct such tests, including pre-delivery acceptance tests and inspections, in relation to the Goods prior to delivery as RS Integrated Supply may require (acting reasonably).
- 3.4** The Supplier acknowledges that the Goods are intended by RS Integrated Supply to be used by its Clients in relation to their assembly and manufacturing processes and RS Integrated Supply does not intend that any Goods will be incorporated into any finished product of a Client. Accordingly, if the Supplier becomes aware, at any time, that any Client intends to use any of the Goods for use in a finished product, the Supplier shall immediately notify RS Integrated Supply.
- 3.5** Without limiting the other provisions of this clause 3, if any of the Goods have a limited functional "shelf life" or other form of expiration date, then the Supplier shall ensure that:
- 3.5.1 RS Integrated Supply is notified accordingly in writing as soon as possible (and prior to any Order for the relevant Goods), providing any other information requested by RS Integrated Supply; and
 - 3.5.2 the minimum remaining "shelf life" of any such Goods, when delivered to RS Integrated Supply, is at least 50% of the maximum possible "shelf life" (or where, applicable, the period between the delivery of such Goods and the relevant expiration date is at least 50% of the maximum possible expiration date).
- 4. CANCELLATION**
- 4.1** RS Integrated Supply shall have the right to cancel the Order for the Goods or for any part of the Goods which have not yet been delivered to the Client.
- 4.2** In relation to any Order cancelled or part-cancelled under clause 4.1, on receipt of validly issued and properly documented evidence, RS Integrated Supply shall pay for:
- 4.2.1 that part of the price which relates to the Goods which at the time of cancellation have been delivered to or in transit to the Client; and
 - 4.2.2 the costs of materials which the Supplier has purchased to fulfil the Order for the Goods which cannot be used for other orders or be returned to the Supplier's supplier of those materials for a refund.
- 4.3** To the maximum extent possible, the Supplier shall mitigate all costs relating to the Order immediately upon receipt of cancellation under this clause 4.
- 5. INSPECTION AND DELIVERY OF GOODS**
- 5.1** RS Integrated Supply shall have the right to inspect and test the Goods at any time before or after delivery.
- 5.2** If following such inspection or testing RS Integrated Supply considers that the Goods do not conform or are unlikely to comply with either clause 3.1 or 3.3, RS Integrated Supply shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

- 5.3** Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and RS Integrated Supply shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 5.4** The Supplier shall ensure that:
- 5.4.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - 5.4.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments (subject to clause 5.8), the outstanding balance of Goods remaining to be delivered; and
 - 5.4.3 if the Supplier requires RS Integrated Supply to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to, or made available for collection by, the Supplier at the cost of the Supplier.
- 5.5** The Supplier shall deliver the Goods:
- 5.5.1 on the date specified by RS Integrated Supply in the Order;
 - 5.5.2 to the location as is set out in the Order or as instructed by RS Integrated Supply before delivery ("**Delivery Location**");
 - 5.5.3 during RS Integrated Supply's normal hours of business on a Business Day, or as instructed by RS Integrated Supply.
- 5.6** Time of delivery is of the essence. If the Supplier fails to deliver any of the Goods by the date specified in the Order, the Supplier shall be in default without further notice of default being required.
- 5.7** Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 5.8** The Supplier shall not deliver the Goods in instalments without RS Integrated Supply's prior written consent. Where such prior written consent is given for Goods to be delivered in instalments:
- 5.8.1 such Goods may be invoiced and paid for separately;
 - 5.8.2 in no event shall the total delivery charges exceed the delivery charge value that would have been charged if the Goods had been delivered in a single instalment as stated on the Order; and
 - 5.8.3 failure by the Supplier to deliver any one instalment of the Goods by the date specified in the Order shall entitle RS Integrated Supply to the remedies set out in clause 6.1.
- 5.9** Title and risk in the Goods shall pass to RS Integrated Supply on completion of delivery in accordance with clause 5.7.
- 5.10** The Supplier shall ensure that no person (including the Supplier itself) shall have, or seek to exercise, any lien on, right of stoppage in transit or other rights in or to:

- 5.10.1 any of the Goods in respect of which title has vested in RS Integrated Supply in accordance with clause 5.9; or
- 5.10.2 any specifications or materials of RS Integrated Supply.

5.11 The Supplier warrants and represents that it:

- 5.11.1 has at the time the Contract is made full, clear and unencumbered title to the Goods, and the full, clear and unencumbered right to sell and deliver them to RS Integrated Supply; and
- 5.11.2 shall hold such title and right to enable it to ensure that RS Integrated Supply shall acquire a valid, unqualified title to the Goods and shall enjoy quiet possession of them.

6. REMEDIES

6.1 If the Supplier fails to deliver any of the Goods by the date specified in the Order, then, without limiting its other rights or remedies, RS Integrated Supply shall, in its sole discretion, be entitled to any one or more of the following rights:

- 6.1.1 to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Supplier;
- 6.1.2 to purchase the same or similar Goods from another supplier;
- 6.1.3 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- 6.1.4 to recover from the Supplier all costs and losses resulting to RS Integrated Supply from the failure in delivery, including the amount by which the price payable by RS Integrated Supply to acquire those Goods from another supplier exceeds the price payable under the Contract and any loss of profit;
- 6.1.5 where RS Integrated Supply has paid in advance for Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and
- 6.1.6 to claim damages for any additional costs, loss or expenses incurred by RS Integrated Supply which are in any way attributable to the Supplier's failure to meet such dates.

6.2 If the Supplier has delivered Goods that do not comply with the obligations set out in clause 3, then, without limiting its other rights or remedies, RS Integrated Supply shall, in its sole discretion, have one or more of the following rights, whether or not it has accepted the Goods:

- 6.2.1 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- 6.2.2 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 6.2.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- 6.2.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

- 6.2.5 to recover from the Supplier any expenditure incurred by RS Integrated Supply in obtaining substitute goods from a third party; and
- 6.2.6 to claim damages for any additional costs, loss or expenses incurred by RS Integrated Supply arising from the Supplier's failure to supply Goods in accordance with clause 3.
- 6.3 These Conditions shall extend to any repaired or replacement goods supplied by the Supplier including a renewed Warranty Period for such repaired or replaced goods.
- 6.4 The rights, powers and remedies of RS Integrated Supply under the Contract are cumulative and not exclusive of any rights, powers and remedies provided by applicable laws (including under statute, regulation, common law, civil code, court orders or judgements or the direction or orders of any applicable governmental or regulatory body) or otherwise.
- 7. **CHARGES AND PAYMENT**
- 7.1 The price for the Goods:
 - 7.1.1 shall be the price set out in the Order or if such price is incorrect (and advised to RS Integrated Supply in accordance with clauses 2.4 or 2.5) then the price in accordance with the Supplier's applicable price list including any discounts charges as advised by the Supplier and received and acknowledged by RS Integrated Supply before the date the Order is placed. No increase in the price may be made by the Supplier after the Order is placed by RS Integrated Supply; and
 - 7.1.2 shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by RS Integrated Supply. For the avoidance of doubt, no additional charges shall be applicable unless agreed in writing by RS Integrated Supply.
- 7.2 The Supplier shall ensure that at all time the prices offered to RS Integrated Supply ("**RS Integrated Supply Price**") are more favourable than or at least as favourable as the prices for similar products offered by the Supplier to any comparable customer ("**Comparable Customer Price**"). In the event that the Supplier has not complied with this clause 7.2, the Supplier shall issue a credit note within thirty (30) days of the Supplier becoming aware of its breach of this clause 7.2. Such credit note shall be for the difference in the RS Integrated Supply Price paid by RS Integrated Supply and the Comparable Customer Price on all applicable Goods purchased by RS Integrated Supply.
- 7.3 The Supplier shall invoice RS Integrated Supply on the next Business Day following completion of delivery of the Goods. Each invoice shall include such supporting information required by RS Integrated Supply to verify the accuracy of the invoice, including but not limited to the relevant Order number. The Supplier shall use all reasonable endeavours to electronically send invoices to RS Integrated Supply.
- 7.4 RS Integrated Supply shall pay each validly submitted and undisputed invoice in line with the payment terms as agreed between the parties. In the absence of such agreement, RS Integrated Supply shall pay each validly submitted and undisputed invoice amounts within sixty (60) days from the end of the month in which the invoice is received to such bank account nominated in writing by the Supplier.
- 7.5 If the Supplier does not extend credit terms to RS Integrated Supply and as a result any Order is subject to RS Integrated Supply paying for Goods in advance against a pro-forma invoice, such payment shall be held by the Supplier as a fully refundable deposit until such time as the Goods have been delivered to the Client in accordance with the Order. If the Goods are not delivered to the Client

or returned to the Supplier, the payment held as a deposit shall be refunded to RS Integrated Supply. Any refund of a deposit under this clause 7.5 shall be made within seven (7) Business Days of the Client refusing delivery of the Goods.

- 7.6** Time of payment is not of the essence. Where validly due sums under the Contract are not paid in full by the due date, to compensate the Supplier for all loss from RS Integrated Supply's breach, RS Integrated Supply shall pay on the sum overdue interest (before and after judgment) on a daily basis until payment in full at the rate of three per cent (3%) per annum above the base rate from time to time of the Bank of England (or other bank rate identified in any Order). The Supplier acknowledges that payment of interest under this clause 7.6 is its only remedy in the event of late payment, and the Supplier shall not have the right to suspend performance of or terminate the Contract if RS Integrated Supply is in breach of its payment obligations.
- 7.7** All amounts payable by RS Integrated Supply under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to RS Integrated Supply, RS Integrated Supply shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods at the same time as payment is due for the supply of the Goods.
- 7.8** Without prejudice to any other remedy, RS Integrated Supply shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Supplier.

8. RETURN OF GOODS AND OBSOLESCENCE

- 8.1** RS Integrated Supply may return any non-defective Goods to the Supplier within three (3) months of delivery to the Client and such return shall not be subject to any re-stocking fee. Where RS Integrated Supply exercises its rights under this clause 8.1, the Supplier shall refund RS Integrated Supply any amounts already paid by RS Integrated Supply in relation to the returned Goods, such refund to be paid within thirty (30) days after the date of receipt by the Supplier of the returned Goods.
- 8.2** If the Supplier decides to discontinue particular Goods or product ranges ("**Obsolescence**") the Supplier will give RS Integrated Supply a minimum of three (3) months' notice of the effective date of the Obsolescence and the Supplier shall:
- 8.2.1 offer to RS Integrated Supply the option to last time buy the quantity of Goods required by RS Integrated Supply during the notice period of the Obsolescence;
 - 8.2.2 provide full details of all suitable replacement products supplied by the Supplier in replacement of the Obsolescence;
 - 8.2.3 where the Supplier does not intend to offer any suitable replacement product for the Obsolescence, the Supplier shall use best endeavors to locate an alternative replacement product from an alternative supplier at a price substantially similar to the Obsolescence;
 - 8.2.4 deliver to RS Integrated Supply copies of all Documentation, Specifications and other relevant design details relating to the Obsolescence which were supplied by RS Integrated Supply, or which relate to designs commissioned by RS Integrated Supply; and/or
 - 8.2.5 where RS Integrated Supply is the only purchaser of the Obsolescence from the Supplier and the Supplier wishes to (and has the right to) dispose of the machines, jigs

and tools necessary for the manufacture of any discontinued Goods, give RS Integrated Supply the first option to purchase the machines, jigs and tools.

- 8.3** Where RS Integrated Supply is notified of any impending Obsolescence, RS Integrated Supply may, in its sole discretion, return stocks of unsold Goods scheduled for Obsolescence for a credit of the full purchase price paid to the Supplier within 30 days of return of such discontinued Goods.

9. PRODUCT LIABILITY CLAIMS

- 9.1** The Supplier will ensure that the Goods are designed and manufactured so that they are safe when put to any reasonably foreseeable use, and will provide RS Integrated Supply with all applicable safety data sheets.
- 9.2** If a Product Liability Claim is made against RS Integrated Supply in respect of any of the Goods, the Supplier agrees to notify RS Integrated Supply of the name and address of its own supplier (where applicable).

10. PRODUCT RECALLS

- 10.1** If RS Integrated Supply or its Client:

- 10.1.1 becomes aware of or reasonably suspects a defect in the Goods or any failure of the Goods to conform to the Order, whether in accordance with clause 3.1 or any agreed product specification; or
- 10.1.2 becomes aware of or is the subject of a request, court order or other directive of a governmental or regulatory authority to withdraw any of the Goods from the market,

then RS Integrated Supply may recall Goods of the same description as the defective or non-compliant item and any related Goods. RS Integrated Supply will give notice to the Supplier if it proposes to make any recall. RS Integrated Supply will consult with the Supplier regarding the most appropriate action but RS Integrated Supply is not obliged to delay a product recall to meet the Supplier's requirements.

- 10.2** The Supplier will reimburse to RS Integrated Supply on demand all the costs incurred in making a product recall, including the costs and damages reimbursed or paid to its Clients, and the costs incurred in advertising the recall and contacting Clients and will refund to RS Integrated Supply the price paid for such Goods.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1** All descriptions, designs, prototypes and samples ("**Specifications**") provided by RS Integrated Supply or its Client and all Intellectual Property Rights in the Goods made in accordance with such Specifications shall vest in and remain at all times the property of RS Integrated Supply or its Client (as notified by RS Integrated Supply to Supplier) and such Specifications may only be used by the Supplier as necessary to perform the Contract. The Supplier assigns (or shall procure the assignment) to RS Integrated Supply or (if requested by RS Integrated Supply) its Client absolutely, with full title guarantee, all right, title and interest in any such Intellectual Property Rights, and the Supplier shall do all such things and sign all documents necessary in RS Integrated Supply's opinion to so vest all such Intellectual Property Rights in RS Integrated Supply or its Client (as applicable), and to enable RS Integrated Supply or its Client (as applicable) to defend and enforce such Intellectual Property Rights.

- 11.2** The Supplier hereby grants to RS Integrated Supply a non-exclusive licence to use the Supplier's (and any third party manufacturer's) trade marks, get-up, logos, images of the Goods, descriptions, data and all materials provided by the Supplier to RS Integrated Supply in connection with the Goods in any catalogue or other promotional material in any printed or electronic form, anywhere in the world on any medium whether now known or invented after the date of this Contract and without additional payment, provided that it complies with the Supplier's (and any manufacturer's) reasonable instructions from time to time in relation to the use of the trade marks, get-up and logos. This licence will endure for the lifetime of the catalogues and promotional material referred to above (whether hard copy, electronic, online or any format whatsoever) notwithstanding termination of the Contract.

12. INDEMNITY

- 12.1** The Supplier shall keep RS Integrated Supply and its Clients indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by RS Integrated Supply or its Clients as a result of or in connection with:

- 12.1.1 any claim made against RS Integrated Supply or its Client by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- 12.1.2 any product recalls actioned as a result of the Supplier's failure to provide Goods in accordance with clause 3.1;
- 12.1.3 any Product Liability Claims in respect of the Goods including without limitation the costs associated with repair or replacement of Goods and will refund to RS Integrated Supply the price paid for any such Goods, subject to clause 12.2 below;
- 12.1.4 any claim made against RS Integrated Supply or its Client by a third party arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and
- 12.1.5 any claim made against RS Integrated Supply or its Client for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, subject to clause 12.2 below.

- 12.2** No indemnity is intended to limit any other right or remedy which RS Integrated Supply may have in law in respect of the Goods affected by either a Product Liability Claim, or a third party's Intellectual Property Rights claim arising in accordance with clause 12.1.5.

- 12.3** For the duration of the Contract and for a period of six (6) years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on RS Integrated Supply's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

- 12.4** This clause 12 shall survive termination of the Contract.

13. TERMINATION

- 13.1** Without limiting its other rights or remedies, RS Integrated Supply may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- 13.1.1 the Supplier commits a material breach of the Contract and such breach is not remediable;
 - 13.1.2 the Supplier commits a material or persistent breach of the Contract which is not remedied within thirty (30) days of receipt of notice in writing of the breach;
 - 13.1.3 the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business;
 - 13.1.4 any consent, licence or authorisation held by the Supplier is revoked or modified such that the Supplier is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled;
 - 13.1.5 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts in accordance with any applicable laws;
 - 13.1.6 the Supplier is declared bankrupt, has requested bankruptcy or a bankruptcy petition has been filed against it;
 - 13.1.7 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
 - 13.1.8 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days; or
 - 13.1.9 any circumstances arise or events occur in relation to the Supplier or any of its material assets in any country or territory in which it carries on business or to the jurisdiction of whose courts it or any of its assets is subject, which corresponds to or has an effect equivalent or similar to any of those stated in clauses 13.1.3 to 13.1.8.
- 13.2** If the Supplier becomes aware that any event has occurred, or circumstances exist, which may entitle RS Integrated Supply to terminate any or all Contracts in accordance with this clause 13, it shall immediately notify RS Integrated Supply in writing.
- 13.3** Without limiting its other rights or remedies, RS Integrated Supply may terminate any Contract without cause with immediate effect by giving written notice to the Supplier, in which case RS Integrated Supply shall pay the Supplier fair and reasonable compensation for any work in progress on any other Goods at the date of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

14. CONSEQUENCES OF TERMINATION

On termination of any Contract or any part of it for any reason:

- 12.1.1 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of that Contract which

existed at or before the date of termination; and

- 12.1.2 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

15. CONFIDENTIALITY

A party ("**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 15 shall survive termination of the Contract.

16. NON-SOLICITATION

Restricted Persons

- 16.1 In order to protect the legitimate business interests of each party, during the term of the Contract and twelve (12) months thereafter, neither party shall, either directly or indirectly, by or through itself, its agent or otherwise, whether for its own benefit or for the benefit of any other person: (i) solicit, entice or induce, or endeavour to solicit, entice or induce, any person employed or engaged by either party or a Client ("**Restricted Person**") with a view to employing or engaging such Restricted Person, or (ii) employ or engage, or offer to employ or engage a Restricted Person, without the prior written consent of the other party.
- 16.2 Notwithstanding clause 16.1 either party may employ or engage any Restricted Person who has responded directly to a bona fide recruitment drive either through a recruitment agency engaged by the relevant party or via an advertisement placed publicly by the relevant party (either in the press, social media, online or in trade and industry publications).

RS Integrated Supply Client

- 16.3 The Supplier agrees that during the term of the Contract and for twelve (12) months thereafter, it shall not actively, by or through itself, its agent or otherwise, approach a Client with a view to commence direct commercial arrangements with such Client. For the avoidance of doubt, an active approach of an Client shall include, but not be limited to, sending of direct mail, including the sending of unsolicited e-mails; visits to the Client at any of its sites or locations; or any other form of discussion or negotiation with the RS Integrated Supply Client in respect of the sale and supply of products which are the same or similar to the Goods.
- 16.4 Notwithstanding clause 16.3 the Supplier may supply products which are the same or similar to the Goods to a Client who has contacted the Supplier independently of its relationship with RS Integrated Supply for the purchase and supply of such products.

17. ANNOUNCEMENTS

- 17.1 Each party agrees that it will not make or issue any announcement relating to: (i) the existence or subject matter of this Conditions or any Contract; or (ii) to the fact that RS Integrated Supply is a customer of the Supplier; (iii) that through RS Integrated Supply the Supplier is supplying any

Client; (iv) or use the other's logo or that of any Client without the prior written approval of the other party (or the Client where applicable) provided that these restrictions shall not apply to any announcement to the extent that such announcement is required by any law, applicable securities exchange, supervisory, regulatory or governmental body.

- 17.2** The party making any such announcement shall consult with the other party in advance as to the form, content and timing of the announcement giving as much notice as is practicable or permissible of its intention to make such an announcement.

18. ANTI-BRIBERY

- 18.1** The Supplier agrees that it shall, and that it shall procure that persons associated with it ("**Associated Persons**") (as determined in accordance with section 8 of the Bribery Act 2010 (the "**Act**")) shall:

18.1.1 comply with all applicable laws relating to bribery and other corruption ("**Anti-Corruption Requirements**"), including the Act. For the avoidance of doubt, the Supplier shall comply with the Act regardless of the jurisdiction in which the Supplier is established or operates;

18.1.2 not take or knowingly permit any action to be taken that would or might cause or lead RS Integrated Supply, its Clients or any of its affiliates (together "**Related Persons**") to be in violation of any Anti-Corruption Requirements including under section 7 of the Act;

18.1.3 not bribe or attempt to bribe (which shall include any offer or form of payment, gift or other inducement, reward or advantage (whether of money or anything of value)) RS Integrated Supply or any of its Related Persons or persons acting on their behalf;

18.1.4 comply with any RS Integrated Supply Policies and Procedures relating to anti-bribery, anti-corruption and ethical trading policies as RS Integrated Supply may provide to the Supplier from time to time; and

18.1.5 at RS Integrated Supply's request, provide RS Integrated Supply with any reasonable assistance to enable it to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of complying with Anti-Corruption Requirements and undertake any risk assessments and/or review its policies relating to Anti-Corruption Requirements.

- 18.2** The Supplier shall at all times during the term of each Contract maintain and implement the RS Integrated Supply Policies and Procedures to ensure there is no breach of this clause.

- 18.3** The Supplier represents, warrants and undertakes to RS Integrated Supply that the Supplier has not:

18.3.1 bribed or attempted to bribe: (i) any person in order to obtain and/or retain any business, or advantage in the conduct of business, for RS Integrated Supply or any of its Related Persons whether in connection with a Contract or otherwise; or (ii) any person described in clause 18.1.3 for any purpose whatsoever;

18.3.2 been convicted of any offence involving bribery or corruption or been, or is, the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence under Anti-Corruption Requirements,

and the Supplier undertakes to notify RS Integrated Supply immediately if any of the representations,

warranties or undertakings in this clause 18.3 would not be true and accurate if repeated at any time during the term of the Contract.

18.4 The Supplier shall indemnify RS Integrated Supply from and against all liabilities arising as a result of or in connection with any breach of this clause, whether or not the Contract has expired or been terminated.

18.5 Breach of this clause shall be deemed a material breach under clause 13.1.1.

19. EXPORT CONTROL

19.1 The Parties acknowledges that the Goods and technology provided hereunder may be subject to export and import controls and regulations of the United Kingdom, European Union, United States and other countries, and each party will comply with all such export control and import laws and regulations.

19.2 The Supplier agrees to provide to RS Integrated Supply in advance of shipment or transfer in writing complete, accurate and up to date information necessary to lawfully export and import the Goods including, but not limited to, the United Kingdom, European Union, United States or any other government authority export control classification number(s), any applicable Commodity Classification (CCATS) or classification ruling, any applicable commodity jurisdiction rulings, a copy of the export license (where an export license is required), country of origin, and, where applicable, the general license type or license exception eligibility.

20. GENERAL

20.1 Force majeure. Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Supplier from supplying the Goods for more than two (2) weeks, RS Integrated Supply shall have the right, without limiting its other rights or remedies, to terminate the Contract with immediate effect by giving written notice to the Supplier.

20.2 Assignment and subcontracting:

20.2.1 The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of RS Integrated Supply.

20.2.2 RS Integrated Supply may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

20.3 Notices:

20.3.1 Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office or principal place of business (where notified of the address), or sent by email to such email address as notified by the other party as part of the Order.

20.3.2 Any notice or communication shall be deemed to have been duly received if delivered

personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by email, on the next Business Day after transmission.

- 20.3.3 This clause shall not apply to the service of any proceedings or other documents in any legal action.

20.4 Waiver and cumulative remedies:

- 20.4.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

- 20.4.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

20.5 Severance:

- 20.5.1 If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

- 20.5.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

- 20.6 No partnership.** Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

- 20.7 Third parties.** A person who is not a party to the Contract shall not have any rights under or in connection with it unless stated elsewhere in this Contract.

- 20.8 Variation.** Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by RS Integrated Supply.

- 20.9 Language.** The Contract is drafted in the English language. If the Contract is translated into any other language, the English language text will prevail.

- 20.10 Country-specific provisions.** The applicable country-specific provisions set out in Appendix 1 will replace or supplement the relevant provisions of these Conditions. The applicable provisions in Appendix 1 will be determined by reference to the jurisdiction in which the RS Integrated Supply entity identified in the relevant purchase order form or in the written acceptance of the Supplier's quotation (as the case may be) is incorporated.

- 20.11 Governing law and jurisdiction.** 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, the applicable governing law set out in

Appendix 1, and the parties irrevocably submit to the exclusive jurisdiction of the courts specified in Appendix 1, provided that, if the RS Integrated Supply entity identified in the relevant purchase order form or in the written acceptance of the Supplier's quotation (as the case may be) is not listed in Appendix 1, then:

- 20.11.1 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
- 20.11.2 the parties irrevocably submit to the exclusive jurisdiction of the courts of England Wales.

The Convention on the International Sale of Goods (Vienna 1980) shall not apply to the Contract.

Appendix 1

Country-specific provisions

General provisions

Jurisdiction where the relevant RS Integrated Supply entity is incorporated	RS Integrated Supply entity	Governing law	Courts with exclusive jurisdiction
United Kingdom	RS Integrated Supply UK Limited	English law	The courts of England and Wales
Belgium	RS Integrated Supply Belgium B.V.	Belgian law	The courts or the justice of the peace courts of the region in which RS Integrated Supply's registered office is located.
Italy	RS Integrated Supply Italy SRL	Italian law	The courts of Italy
Germany	RS Integrated Supply Deutschland GmbH	German law	The courts at RS Components GmbH's registered office shall have exclusive jurisdictions.

Specific provisions

Belgium
If the RS Integrated Supply entity identified in the relevant purchase order form or in the written acceptance of the Supplier's quotation (as the case may be) is incorporated in Belgium, then the following changes will apply:
<p>The following language will replace clause 7.4 of the Conditions:</p> <p>7.4 RS Integrated Supply shall pay each validly submitted and undisputed invoice in line with the payment terms as agreed between the parties. In the absence of such agreement, RS Integrated Supply shall pay each validly submitted and undisputed invoice within sixty (60) days following the day on which RS Integrated Supply received the invoice or the Goods, whichever is later. Payment shall be made to such bank account nominated in writing by the Supplier.</p>
The following language will replace clause 7.6 of the Conditions:

7.6	Time of payment is not of the essence. Where validly due sums under the Contract are not paid in full by the due date, to compensate the Supplier for all loss from RS Integrated Supply's breach, RS Integrated Supply shall, as of the day following the due date, pay on the sum overdue an interest equal to the then applicable statutory interest rate for late payment in commercial transactions (pursuant to the Law of 2 August 2002 on Combating Late Payment in Commercial Transactions), as published in the Belgian Official Gazette. The Supplier acknowledges that payment of interest under this clause 7.6 is its only remedy in the event of late payment, and the Supplier shall not have the right to suspend performance of or terminate the Contract if RS Integrated Supply is in breach of its payment obligations.
The following language will replace clause 12.3 of the Conditions:	
12.3	For the duration of the Contract and for a period of ten (10) years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on RS Integrated Supply's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

Italy	
If the RS Integrated Supply entity identified in the relevant purchase order form or in the written acceptance of the Supplier's quotation (as the case may be) is incorporated in Italy, then the following changes will apply:	
The introductory wording of clause 13.1 of the Conditions will be amended as follows: Without limiting its other rights or remedies, RS Integrated Supply may terminate or withdraw from the Contract with immediate effect by giving written notice to the Supplier if:	
Clauses 13.1.1, 13.1.6 and 13.1.7 will be deleted.	
The following language will replace clause 13.2 of the Conditions:	
13.2	If the Supplier becomes aware that any event has occurred, or circumstances exist, which may entitle RS Integrated Supply to terminate or withdraw from any or all Contracts in accordance with this clause 13, it shall immediately notify RS Integrated Supply in writing.
The following language will replace clause 13.3 of the Conditions:	
13.3	Without limiting its other rights or remedies, RS Integrated Supply may withdraw from any Contract without cause with immediate effect by giving written notice to the Supplier, in which case RS Integrated Supply shall pay the Supplier fair and reasonable compensation for any work in progress on any other Goods at the date of withdrawal, but such compensation shall not include loss of anticipated profits or any consequential loss.

The following language will be added as a new clause 20.12 of the Conditions:

In accordance with Articles 1341 and 1342 of the Italian Civil Code, the Supplier acknowledges and specifically accepts the following clauses of the Conditions: 6.1.3 (right to suspend the execution of the contract); 6.2.4 (right to suspend the execution of the contract); 13.1, 13.2 and 13.3 (right to withdraw from the contract); 20.2 (restrictions on the freedom to enter into legal relationships with third parties).

Germany

If the RS Integrated Supply entity identified in the relevant purchase order form or in the written acceptance of the Supplier's quotation (as the case may be) is incorporated in Germany, then the following changes will apply:

The following language will replace clause 7.4 of the Conditions:

7.4 RS Integrated Supply shall pay each validly submitted invoice in line with the payment terms as agreed between the parties. In the absence of such agreement, RS Integrated Supply shall pay each validly submitted invoice within thirty (30) days following the day on which RS Integrated Supply received the invoice or the Goods, whichever is later. Payment shall be made to such bank account nominated in writing by the Supplier.

The following language will replace clause 7.6 of the Conditions:

7.6 Time of payment is not of the essence.

7.6.1 Where validly due sums under the Contract are not paid in full by the due date, to compensate the Supplier for all loss from RS Integrated Supply's breach, RS Integrated Supply shall, as of the day following the due date, pay on the sum overdue an interest equal to the then applicable statutory interest rate for late payment in commercial transactions (currently being at nine (9) percentage points per year above the base interest rate; pursuant to Section 288 para. 2 German Civil Code).

7.6.2 The Supplier acknowledges that payment of interest under this clause 7.6 is its only remedy in the event of late payment, and the Supplier shall not have the right to suspend performance of or terminate the Contract if RS Integrated Supply is in breach of its payment obligations.

7.6.3 In any event, RS Integrated Supply's statutory liability for damages shall be limited as follows:

7.6.3.1 RS Integrated Supply shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the Contract in respect of damages caused by a slightly negligent breach of a material contractual obligation (i.e. a contractual duty the fulfilment of which is essential for the proper execution of the Contract, the breach of which endangers the purpose of the Contract and on the fulfilment of which the Supplier regularly relies);

7.6.3.2 RS Integrated Supply shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.

7.6.3.3 The aforesaid limitation of liability shall not apply to any mandatory statutory liability, liability for assuming a specific guarantee or liability for damages caused by willful misconduct or gross negligence, or any kind of willfully or negligently caused personal injuries