

**WOLSELEY UK LIMITED**  
**STANDARD TERMS OF PURCHASE FOR GOODS AND SERVICES (THE “CONDITIONS”)**  
**(Effective July 2016)**

**1. INTERPRETATION AND DEFINITIONS**

**1.1** In these Conditions:

(a) the singular includes the plural and vice versa; (b) words importing a gender include every gender and references to persons include an individual, company, corporation, firm or partnership; (c) references to any statutory provision shall include references to the same as from time to time amended, substituted or re-enacted and shall include any subordinate legislation; (d) headings are inserted for convenience only and shall not affect the interpretation of these Conditions; and (e) the words and phrases other, including and in particular shall not limit the generality of any preceding words.

**1.2** In these Conditions, the following definitions apply:

**Affiliate:** means in relation to any entity, that entity and any entity Controlling, Controlled by, or under common Control with, the relevant entity.

**Bespoke Deliverable:** means any Deliverable created specifically for the purposes of the Contract.

**Business Day:** means any day (other than Saturday or Sunday) on which clearing banks are open for business in the City of London.

**Confidential Information:** means all information disclosed (whether in writing, verbally or otherwise and whether directly or indirectly) by one party to another party including, without limitation, any information relating to Goods and/or Services, operations, processes, plans or intentions, client information, product information, market opportunities and business affairs or those of clients or other contacts that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

**Control:** means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity and **Controlling** and **Controlled** shall be construed accordingly

**Contract:** means the contract between Wolseley and the Supplier for the sale and purchase of the Goods and/or the supply and acquisition of the Services.

**Data Controller:** shall have the same meaning as set out in the Data Protection Act 1998.

**Data Processor:** shall have the same meaning as set out in the Data Protection Act 1998.

**Data Protection Legislation:** the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (*SI 2000/2699*), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy from time to time, including where applicable the guidance and codes of practice issued by the Information Commissioner.

**Data Subject:** an individual who is the subject of Personal Data.

**Deliverables:** all documents, products and materials delivered or to be delivered by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts) and **Deliverable** means any item of them.

**Delivery:** means completion of delivery of an Order in accordance with Condition 4.1.

**Delivery Location:** means the delivery location stated in the Order or as otherwise instructed by Wolseley.

**Force Majeure Event:** means an event or circumstances preventing or delaying either party from performing all or any of its obligations under a Contract, which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of that party, being an act of God, war, riot, civil commotion, terrorist act, explosion, malicious damage, fire, flood or storm but excluding (a) acts within the reasonable control of the relevant party (which shall include acts or omissions arising from failure to instigate reasonable preventative plans or steps in respect of disaster recovery and security breaches) and (b) industrial action, strikes or lockouts in respect of the relevant parties' personnel.

**Goods:** means the goods (or any part of them) to be supplied pursuant to the Contract.

**Insolvency Event:** means (a) any distress, execution or other process levied upon any of the assets of the relevant party; (b) the other party suspends, or threatens to suspend, payment of its debts or is, or is deemed, unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986; (c) the relevant party convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) other than a solvent liquidation for the purposes of reorganisation or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the relevant party or notice of intention to appoint an administrator is given by the relevant party or its directors or by a qualifying floating charge holder, or a resolution is passed or a petition presented to any court for the winding

up of the relevant party or for the granting of an administration order in respect of that party, or any proceedings are commenced relating to the insolvency or possible insolvency of that party; or (d) any event occurs, or proceeding is taken, with respect to the relevant party in any jurisdiction in which that other party is incorporated, resides or carries on business that has an effect equivalent or similar to an event mentioned in (a) to (c) above.

**Intellectual Property Rights** means: (a) patents (including rights in, and/or to, inventions); (b) trade marks, service marks, trade names and business names (in each case including rights in goodwill attached thereto); (c) design rights; (d) rights in and/or to internet domain names and website addresses; (e) copyright (including future copyright); (f) database rights; (g) rights in and to confidential information (including know how and trade secrets); and (h) all other intellectual property rights, in each case subsisting at any time in any part of the world (whether registered or unregistered) and (i) any pending applications or rights to apply for registrations of any of these rights that are capable of registration in any country or jurisdiction and (ii) any similar or analogous rights to any of these rights, whether arising or granted under the laws of England & Wales or in any other jurisdiction.

**Order:** means Wolseley's purchase order for the Goods and/or Services as set out in Wolseley's purchase order form, or in Wolseley's written acceptance of the Supplier's quotation, as the case may be.

**Personal Data:** shall have the same meaning as set out in the Data Protection Act 1998.

**Product Recall:** means Goods withdrawal, recall, stock recovery, suspension or warning.

**Regulatory Requirements:** means in relation to any jurisdiction where the Goods and/or Services are intended to be marketed and/or supplied and/or sold, all applicable laws, enactments, orders, regulations and other instruments relating to the Goods and/or Services (including the design, manufacture, packaging, labelling, storage, handling, marketing, sale, import, export and/or Delivery of the Goods and/or supply of the Services) together with all relevant regulations, codes of practice and guidance imposed by any governmental, regulatory or trade body from time to time.

**Services:** means the services (or any part of them) to be provided pursuant to the Contract.

**Specification:** means in relation to Goods and/or Services the technical specifications, warranty documentation and/or the documents detailing the requirements of the Goods and/or Services (including but not limited to any catalogue or sales literature) or that is set out in the Order or as otherwise agreed in writing by the parties (and, in the event of any inconsistency, any specification attached to the Order or agreed in writing by Wolseley and the Supplier shall take precedence over any catalogue or sales literature).

**Supplier:** means the entity which supplies or is required to supply the Goods and/or Services, as specified in the Order.

**Wolseley:** means the Wolseley Party entering into the relevant Order as the purchaser of Goods and/or Services.

**Wolseley Materials:** has the meaning given to it in Condition 17.

**Wolseley Party:** means Wolseley UK Limited and its Affiliates and/or any of them.

**2. CONTRACT FOR GOODS AND/OR SERVICES**

**2.1** These Conditions set out the terms and conditions under which the Supplier shall supply the Goods and/or Services to Wolseley for the benefit of itself and all Wolseley Parties from time to time. These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate in any invoice, delivery note or other similar document, or which are implied by trade, custom, practice or course of dealing. Each of these Conditions applies to the supply of both Goods and/or Services except where the application to one or the other is specified.

**2.2** An Order constitutes an offer by Wolseley to purchase the Goods and/or Services in accordance with these Conditions. The Supplier shall be deemed to accept an Order, and a separate Contract shall come into existence, on the earlier of the Supplier's written acceptance of the Order and the Supplier starting or continuing to fulfil the Order.

**2.3** Wolseley may amend, vary or cancel any Order by written notice to the Supplier at any time without liability before the relevant part of the Order is fulfilled and the Supplier shall be deemed to accept any changes to an Order on receipt of such written notice.

**3. SUPPLY OF GOODS AND/OR SERVICES**

**3.1** The Supplier warrants, undertakes and represents that the Goods: (a) will be sold to Wolseley with good title and free from any lien or encumbrance; (b) shall conform in all respects with any samples supplied to Wolseley and no such Goods shall vary from the sample unless expressly agreed in writing between Wolseley and the Supplier; (c) shall conform to their description, the Specification, and the quality, quantity, description and other particulars stated in the relevant Order; (d) shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979), fit for any purpose held out by the Supplier and any purpose expressly or impliedly made known to the Supplier by any

**WOLSELEY UK LIMITED**  
**STANDARD TERMS OF PURCHASE FOR GOODS AND SERVICES (THE "CONDITIONS")**  
**(Effective July 2016)**

Wolseley Party and each Wolseley Party relies on the Supplier's skill and judgment in this respect; (e) be free from defects (including latent defects) in design, materials and workmanship; (f) comply with all Regulatory Requirements.

**3.2** To the extent that the Supplier has designed or will design the Goods, the Supplier: (a) shall be responsible for the design of the Goods; (b) shall be responsible for the selection of components and materials in relation to the Goods; and (c) warrants and undertakes that the Goods will perform satisfactorily and will meet any applicable Specification or (in the absence of any applicable Specification) any specification which may be inferred from the Supplier's description of the Goods.

**3.3** In designing the Goods, the Supplier shall exercise, and will continue to exercise, all reasonable skill, care and diligence to be expected of a competent professional designer who is experienced in carrying out such work for projects of a similar size, complexity and nature to the project for which the Goods are intended.

**3.4** In supplying the Goods and/or Services, the Supplier shall obtain and at all times maintain all necessary licences, permissions, authorisations, consents and permits required.

**3.5** The Supplier shall: (a) co-operate with Wolseley, and comply with Wolseley's reasonable instructions in all matters relating to the Goods and/or Services; (b) perform the Services in accordance with the Specification and with all reasonable skill and care and the highest standards attained by companies offering services the same or comparable to the Services; (c) observe, and ensure that its employees, consultants and subcontractors observe all health and safety rules and regulations and any security requirements applicable at any Wolseley Party's premises; (d) notify Wolseley as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Goods and/or Services; (e) obtain, and at all times maintain, all necessary licences and consents required under or in connection with its obligations in the relevant Contract; (f) comply with all relevant legislation in relation to the relevant Contract including: (i) the Goods and/or Services; (ii) the installation of the Supplier's equipment (where applicable); (iii) the use of all documents, information and materials provided by the Supplier or its subcontractors, consultants or employees, relating to the Goods and/or Services; (g) supply the Goods and/or provide the Services at any site(s) and at the times specified by Wolseley; (h) only use equipment which is in good working order and fit for purpose and conforms to all relevant standards, or any reasonable Wolseley requirements; (i) ensure that the Goods and/or Services shall comply with all relevant Regulatory Requirements, and shall notify Wolseley immediately of any actual or suspected breach; (j) ensure its personnel are suitably qualified and competent to carry out the Services; (k) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in, and otherwise comply in all respects with the Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by any Wolseley Party; and (l) promptly provide any and all support as required by Wolseley, at no additional charge, in relation to any product issues and/or warranty claims which arise in connection with the Goods and/or Services.

#### **4. DELIVERY AND INSPECTION**

**4.1** Unless otherwise agreed between Wolseley and the Supplier, delivery of an Order shall be completed when the Supplier unloads those Goods comprised within an Order at the Delivery Location ("Delivery") at which point title and risk in the Goods shall pass to Wolseley (subject to title having passed to Wolseley earlier in accordance with Condition 4.12).

**4.2** Delivery of the Goods shall be delivery duty paid (DDP) to the Delivery Location in accordance with Incoterms 2010.

**4.3** Time is of the essence in respect of deliveries of Goods and performance of Services. Such Delivery and performance shall be on the times and dates specified in the relevant Order and otherwise shall be made during normal business hours, or as instructed by Wolseley.

**4.4** At any time prior to Delivery, Wolseley may inspect and test the Goods. If the inspection or testing indicates that the Goods do not, or are unlikely to, conform to the Contract, the Supplier shall rectify such non-conformity prior to Delivery. No inspection or testing by Wolseley shall constitute acceptance that the Goods meet the requirements of the Contract.

**4.5** All Goods shall be securely packed free of charge. The Supplier shall submit full instructions for use and clear warnings with respect to anything which may reasonably be done or omitted to be done in relation to the Goods which could render them unsafe.

**4.6** Wolseley may reject any Goods delivered which do not accord with the Contract and shall not be deemed to have accepted any Goods without reasonable time to inspect them following Delivery or, if later, within a reasonable time after latent defects in the Goods become apparent.

**4.7** Goods may only be delivered by instalments as instructed by Wolseley, in which case the Contract will be treated as a single contract and not severable. If Goods are delivered to Wolseley in excess of the quantities ordered, Wolseley shall not be obliged to pay

for the excess, which shall remain at the Supplier's risk (and title shall remain with the Supplier) and shall be returned at the Supplier's cost.

**4.8** Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Wolseley to the remedies set out in Condition 5.

**4.9** Where the Goods are to be imported into the UK, the Supplier shall obtain all export and import certificates, permissions and licences required.

**4.10** The Supplier shall be responsible for any Goods and Wolseley Materials stored at its premises and, where such items belong to Wolseley, they shall at all times be kept separate and clearly identified as such. The Supplier shall ensure the security of, and preserve the quality of, any Goods and Wolseley Materials while in storage including, without limitation, by keeping them in clean and dry conditions.

**4.11** Wolseley shall not be obliged to return any packaging material. However, the proper recovery/recycling of waste resulting from electrical and/or electronic Goods will be managed by the Supplier at no additional cost to Wolseley (other than the reasonable costs of transport).

**4.12** If Wolseley resells the Goods prior to title passing, it shall do so in accordance with this Condition 4 and title to the Goods shall pass from the Supplier to Wolseley immediately before the time at which resale by Wolseley occurs. Wolseley may only resell the Goods before title has passed if such a sale is a sale of the Supplier's property on Wolseley's own behalf as principal (not as the Supplier's agent), made in Wolseley's ordinary course of business.

#### **5. REMEDIES**

**5.1** If the Goods are not delivered or the Services not provided by the due date set out in the Order or as otherwise instructed by Wolseley, then, without limiting any other rights and remedies of any Wolseley Party, and whether or not it has accepted the Goods and/or the Services, Wolseley may (at its option) exercise any one or more of the following remedies: (a) terminate the Contract; (b) refuse any late Delivery of the Goods which the Supplier attempts to make; and (c) claim damages for any other costs, claims, loss, damages, liabilities and/or expenses incurred by Wolseley which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract (including but not limited to any costs incurred by Wolseley in obtaining substitute goods from a third party).

**5.2** If the Goods are not supplied in accordance with, or the Services do not comply with the provisions of, Condition 3, then, without limiting any other rights and remedies of any Wolseley Party, and whether or not it has accepted the Goods and/or the Services, Wolseley may (at its option) exercise any one or more of the following remedies: (a) terminate the Contract; (b) reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense; (c) require the Supplier to repair or replace the Goods free of charge or at Wolseley's option remove the Goods (including but not limited to making good any damage thereby caused) and refund the full price paid; (d) remedy the problems with the Services at the Supplier's cost; and/or (e) claim damages for any other costs, claims, loss, damages, liabilities and/or expenses incurred by Wolseley which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract (including but not limited to any costs incurred by Wolseley in obtaining substitute goods from a third party).

**5.3** These Conditions shall apply to any repaired or replacement Goods or substituted or remedial Services supplied by the Supplier.

**5.4** Wolseley's rights and remedies under these Conditions are in addition to any implied by statute and common law.

#### **6. COMPLIANCE**

**6.1** If a Product Recall is required by relevant Regulatory Requirements or deemed appropriate by Wolseley, the Supplier shall (at its cost) promptly provide Wolseley with all necessary assistance to enable the Product Recall to be conducted with due urgency either by Wolseley or the Supplier.

**6.2** The Supplier shall comply with any and all policies and procedures of Wolseley which are relevant to the performance of the Contract as notified to it by Wolseley from time to time including all policies available at [www.wolseley.co.uk/how-we-work](http://www.wolseley.co.uk/how-we-work).

**6.3** The Supplier shall comply with all health and safety rules and regulations and any other security requirements that apply at the premises where the Services are to be performed/Goods Delivery Location.

#### **7. PRICE AND PAYMENT**

**7.1** The price for Goods and/or Services shall be as stated in the Order and exclusive of value added tax but inclusive of all other charges and costs.

**7.2** On or after Delivery of the Goods in accordance with the Contract and/or the completion of Services (or part of the Services as stated in the relevant Order or as otherwise agreed by Wolseley), the Supplier

**WOLSELEY UK LIMITED**  
**STANDARD TERMS OF PURCHASE FOR GOODS AND SERVICES (THE "CONDITIONS")**  
**(Effective July 2016)**

shall issue a commercial tax invoice or, if applicable, a zero rated invoice issued by an EU, VAT registered business covered by Intrastat in respect of such Goods and/or Services (each an "Invoice"). The Invoice shall be delivered to such address as Wolseley notifies from time to time and shall quote the Order reference and be in the form required by Wolseley.

**7.3** Wolseley shall pay all correctly addressed and undisputed Invoices within 60 days (or such other period agreed by Wolseley in writing) from the end of the month in which the relevant Invoice was received.

**7.4** If any sum under the Contract is not paid when due then it shall bear interest from the due date until payment is made in full, both before and after any judgment, at the then base rate of Lloyds Bank plc per annum.

**7.5** Wolseley may, without prejudice to other rights or remedies of any Wolseley Party, set off any amount owed by the Supplier under any contract against any amount payable to the Supplier.

## **8. INTELLECTUAL PROPERTY**

**8.1** Except as expressly provided in this Condition 8, the Supplier will have no other rights whatsoever in respect of the Intellectual Property Rights of Wolseley.

**8.2** In respect of the Goods and Deliverables that are to be transferred, and any Deliverables that are to be licensed to Wolseley under the Contract, the Supplier warrants that it has full, clear and unencumbered title to the Goods and appropriate consent and permissions to license all such Deliverables in accordance with the Contract, and that at the date of delivery to Wolseley, it will have full and unrestricted rights to sell and transfer the Goods and license all such Deliverables to Wolseley in accordance with the Contract.

**8.3** If any item used by or on behalf of the Supplier in the performance of a Contract becomes, or is likely to become, the subject of an infringement or misappropriation claim or proceeding, the Supplier shall, in addition to the other rights Wolseley may have under this Contract, promptly at the Supplier's expense: (a) secure the right for the Supplier and/or Wolseley to continue using the item in accordance with this Contract; or (b) subject to Wolseley giving its written consent, replace or modify the item to make it non-infringing, provided that any such replacement or modification shall not degrade the performance, functionality or quality of the affected item.

**8.4** The Supplier hereby assigns to Wolseley, with full title guarantee and free from all charges, encumbrances and third party rights, all Intellectual Property Rights in the Bespoke Deliverables and/or arising as a result of the performance of the Contract. The Supplier acknowledges and agrees that all such Intellectual Property Rights shall belong to Wolseley and the Supplier shall do and execute, or arrange for the doing and executing of, any other act and document reasonably requested of it by Wolseley to vest ownership in all such Intellectual Property Rights in Wolseley free from all charges, encumbrances and third party rights.

**8.5** The Supplier hereby grants to Wolseley an irrevocable, non-exclusive, world-wide, royalty-free and sub-licensable licence to use the Deliverables and perform any act in relation to the Deliverables which would, in the absence of a licence constitute infringement or unauthorised use of any Intellectual Property Rights. This licence does not extend to any Intellectual Property Rights vesting in Wolseley pursuant to Condition 8.4 from and including the time when ownership of such Intellectual Property Rights vests in Wolseley.

**8.6** Wolseley shall license its Intellectual Property Rights to the Supplier solely for the purpose of the Supplier performing, and to the extent necessary for the Supplier to perform, its obligations under the Contract. This licence is not transferable or sub-licensable without the prior written consent of Wolseley, and shall terminate automatically on expiry or termination of the Contract.

**8.7** All Wolseley Parties' trade marks and other Intellectual Property Rights shall remain the absolute property of the relevant Wolseley Party. Any benefit or goodwill derived by or arising out of the use of such trade marks or other Intellectual Property Rights shall accrue to the relevant Wolseley Party. The Supplier shall, at the request of Wolseley at any time, execute any documents reasonably required by Wolseley to vest such property (including any and all such benefit and goodwill) in Wolseley or the relevant Wolseley Party (as directed by Wolseley).

## **9. INSURANCE, LIABILITY AND INDEMNITY**

**9.1** The Supplier shall maintain in force, with a reputable insurance company, adequate professional indemnity insurance, product liability insurance and public liability insurance to cover such liability as may arise under or in connection with the Contract having regard to its obligations under the Contract, and shall, on Wolseley'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.

**9.2** The Supplier shall indemnify and hold harmless each Wolseley Party against all loss, damages, claims and expenses which it may directly or indirectly suffer or incur at any time ("Loss") arising from or relating to: (a) any defect in the design, quality or workmanship of the Goods; (b) any claim that the Goods and/or Services and/or

Deliverables, or the use or possession or resale of, or any other dealings in, the same by Wolseley and/or any of its Affiliates and/or any third party infringes a third party's Intellectual Property Rights or other rights; (c) any wilful abandonment or fraudulent or dishonest act or omission by the Supplier; (d) any third party claim made for Loss sustained due to the Supplier's negligence or breach of the Contract; (e) any Product Recall; or (f) any breach of the Contract.

**9.3** Nothing in these Conditions shall limit or exclude either party's liability for (a) death or personal injury resulting from negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and/or section 2 of the Supply of Goods and Services Act 1982; (d) defective products that arises under the EU Product Liability Directive (85/374/EEC) and/or the EU General Product Safety Directive (2001/95/EC) (and/or in each case any relevant implementing legislation); (e) the indemnity contained in Condition 9.2.

## **10. AUDIT RIGHTS AND INSPECTIONS**

The Supplier shall maintain full, true and accurate copies of all records (whether in a physical or electronic form) documenting the Supplier's performance of its obligations under the Contract until the later of two years following the Contract or as required by applicable laws or regulations. The Supplier shall at all times ensure that Wolseley and its personnel are allowed full access to all information, property, records and/or materials relevant to the performance of any Contract.

## **11. ANTI-BRIBERY AND CORRUPTION**

The Supplier shall: (a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010; (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; (c) have and shall maintain in place its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with such legislation; and (d) promptly report to Wolseley any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract.

## **12. MODERN SLAVERY**

For the purposes of this Condition 12, the phrase Slavery and Human Trafficking shall have the meaning given to it in Section 54 (12) of the Modern Slavery Act 2015 (the "MSA").

**12.1** Without prejudice to the generality of Condition 3.5(f), the Supplier shall and shall procure (where relevant) that all persons who are performing services or providing goods in connection with, or which will or may be used in performing or to support the performance of a Contract in any part of the world (collectively, its Supply Chain) shall at all relevant times: (a) comply with the provisions of the MSA and all applicable laws, regulations, codes and guidance made under it or relating to it, and ensure that all relevant personnel of the Supplier have received appropriate training on the same; (b) comply with any Wolseley policy relating to modern slavery and/or human trafficking as required by Wolseley; (c) take all reasonable steps to ensure that Slavery and Human Trafficking are not taking place in its business or its Supply Chain; (d) immediately notify Wolseley if it has reason to believe that it or any member of its Supply Chain is engaged in Slavery and Human Trafficking or is in breach, or is likely to breach, the MSA or any provision of this Condition 12 (or would do so if it were a party to a Contract), or if it receives a communication from any person alleging any of the foregoing.

**12.2** The Supplier shall ensure that each of its sub-contractors shall be bound in writing by terms equivalent in all respects to those set out in this Condition 12. The Supplier shall provide evidence in writing of the Supplier's compliance with this Condition 12.2 promptly on Wolseley's request.

**12.3** On Wolseley's reasonable request, the Supplier shall make, and shall require any relevant member of its Supply Chain to make, such adjustments to its processes that relate to staff hiring and supplier selection as Wolseley reasonably considers to be desirable to address any risk of non-compliance with the MSA or this Condition 12.

## **13. CONFIDENTIALITY**

**13.1** Each party agrees and undertakes that it will treat all Confidential Information disclosed to it by the other party in connection with any Contract as strictly confidential and shall use it solely for the purpose contemplated by the relevant Contract and shall not without the prior consent of the other party, publish or otherwise disclose to any third party any such Confidential Information except for the purposes contemplated by the relevant Contract.

**13.2** The obligations of confidentiality set out in this Condition 13 shall not apply to any information or matter which: (a) is in the public domain other than as a result of a breach of these Conditions; (b) was in the possession of the receiving party prior to the date of receipt from the disclosing party or was rightfully acquired by the receiving party from other sources; (c) is required to be disclosed by law, by a competent

**WOLSELEY UK LIMITED**  
**STANDARD TERMS OF PURCHASE FOR GOODS AND SERVICES (THE “CONDITIONS”)**  
**(Effective July 2016)**

court or body, the rules of any stock exchange or (d) was independently developed without reference to the Confidential Information.

#### **14. TERMINATION**

**14.1** Wolseley may, without prejudice to any other rights and remedies of any Wolseley Party, terminate the Contract at any time with immediate effect by written notice to the Supplier if: (a) the Supplier commits a material breach of any term of the Contract which is irremediable or if remediable is not remedied within 10 Business Days after being notified in writing to do so; (b) the Supplier suffers an Insolvency Event; (c) the Supplier suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; (d) the Supplier suffers a change of Control; or (e) the Supplier does not comply with its obligations under Condition 11 and/or Condition 12.

**14.2** Termination of any Contract shall be without prejudice to any other rights which any Wolseley Party may have under that Contract and without prejudice to any rights and liabilities which any Wolseley Party may have accrued prior to the date on which termination takes effect.

**14.3** The provisions of Conditions 1, 3, 4, 5, 6, 8 - 14, 16 - 19 shall survive termination of any Contract.

**14.4** On termination of the Contract(s) for any reason, the Supplier shall immediately deliver to Wolseley (a) all materials and all copies of data and information provided by Wolseley to the Supplier for the purposes of the Contract; and (b) all specifications, programs (including source codes) and other documentation existing at the date of such termination, whether or not then complete. All Intellectual Property Rights in such materials shall automatically pass to Wolseley, who shall be entitled to enter the premises of the Supplier to take possession of them.

#### **15. FORCE MAJEURE**

Neither party shall be liable to the other for any delay or failure in performing its obligations under the Contract to the extent caused by a Force Majeure Event provided that party uses all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract. If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 10 Business Days, Wolseley may (without prejudice to any other rights and remedies of any Wolseley Party) terminate this Contract immediately by giving written notice to the Supplier.

#### **16. DATA PROTECTION**

**16.1** The Supplier undertakes that it shall comply with any notification requirements under the Data Protection Legislation and observe all of its obligations under the Data Protection Legislation, which arise in connection with the provision of the Goods and/or Services.

**16.2** Notwithstanding the general obligation in Condition 16.1, where the Supplier is processing Personal Data as a Data Processor for a Wolseley Party it shall comply with the instructions of the relevant Wolseley Party and shall ensure that it has (and its subcontractors and agents have) in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the Data Protection Act 1998; and the Supplier shall: (a) provide Wolseley with such information as Wolseley may reasonably require to satisfy itself that the Supplier is complying with its obligations under the Data Protection Legislation; (b) promptly notify Wolseley of any breach of the security measures required to be put in place pursuant to the Conditions; (c) ensure it does not (and its employees, subcontractors and agents do not) knowingly or negligently do or omit to do anything which places Wolseley in breach of Wolseley's obligations under the Data Protection Legislation; (d) not transfer the Personal Data outside the European Economic Area without the prior written consent of Wolseley; (e) promptly inform Wolseley if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable and (f) not authorise any third party or sub-contractor to process the Personal Data without the prior written consent of Wolseley, and subject to such terms and conditions as Wolseley may (at its sole discretion) require; (g) notify Wolseley immediately if it receives a Data Subject Access Request, any other request, complaint or communication relating to Wolseley's obligations under Data Protection Legislation, any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data, or a request from any third party for disclosure of Personal Data

**16.3** Wolseley is entitled, on giving at least three days' notice to the Supplier, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Supplier. The requirement to give notice will not apply if Wolseley believes that the Supplier is in breach of any of its obligations under the Contract.

**16.4** The Supplier shall indemnify and keep indemnified and defend at its own expense each Wolseley Party against all costs, claims,

damages and expenses incurred by such Wolseley Party or for which that Wolseley Party may become liable due to any failure by the Supplier or its employees or agents to comply with any of its obligations under these Conditions.

**16.5** The provisions of this Condition shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

#### **17. WOLSELEY MATERIALS**

**17.1** The Supplier acknowledges that all materials, equipment, tooling, drawings, Specifications, and data supplied by Wolseley to the Supplier (**Wolseley Materials**) and all rights in Wolseley material are and shall be utilised exclusively for the production of Goods and/or Deliverables for Wolseley. Wolseley shall hold title to all Wolseley Materials. The Supplier will be responsible for proper maintenance and storage of the Wolseley Materials, maintaining them in good condition until returned to Wolseley, and not dispose or use the same other than in accordance with Wolseley's written instructions or authorisation.

#### **18. ADVICE AND RECOMMENDATIONS**

**18.1** The Supplier warrants, represents and undertakes that: (a) the Supplier has exercised and will exercise all reasonable care and skill in providing advice and recommendations to any Wolseley Party; (b) such advice and recommendations shall be true and accurate; and (c) the Supplier has taken into account and will take into account, in providing advice and/or recommendations to any Wolseley Party, any specific requirement made known to the Supplier by any Wolseley Party.

**18.2** The Supplier acknowledges that each Wolseley Party has relied and will rely on the Supplier's advice and recommendations to such Wolseley Party.

#### **19. GENERAL**

**19.1** The Supplier shall not, without Wolseley's prior written consent, assign, transfer or charge, or subcontract all or any of its rights or obligations under the Contract. Wolseley may assign and/or transfer and/or charge, and/or subcontract the whole or any part of its rights and/or obligations under the Contract to any Wolseley Party without the Supplier's consent.

**19.2** Delay or failure in exercising any right or remedy in connection with these terms will not operate as a waiver of that right or remedy. No waiver will be effective unless it is in writing and signed by the party granting it.

**19.3** Nothing in these Conditions shall be construed to create a partnership, joint venture, agency or employment relationship of any kind between the parties.

**19.4** If any term or provision of the Contract is held to be illegal or unenforceable, in whole or in part, under any enactment, court order or rule of law, that term or provision shall to that extent be deemed not to form part of such Contract but the enforceability of the remainder of such term or provision of that Contract shall not be affected.

**19.5** A Contract may be executed as two or more counterparts and execution by each of the parties of any counterpart will constitute due execution.

**19.6** The Contract shall be governed by English law and each party irrevocably submits to the non-exclusive jurisdiction of the English courts in respect of any dispute.

**19.7** No person other than Wolseley, any Wolseley Party or the Supplier is entitled to enforce the terms of the Contract, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. A Wolseley Party who is not a party to the Contract may enforce its terms under the Contracts (Rights of Third Parties) Act 1999. The parties to the Contract may by agreement rescind or vary the Contract without the consent of any person who is not a party to the Contract.

**19.8** Any written notice under the Contract shall be given by hand or by tracked delivery addressed to the registered office of the relevant party.

**19.10** Without prejudice to Condition 2.3, no variation to the Contract shall be binding unless agreed in writing by both parties.