VITTA Group

Supplier Purchase of Goods & Services

V9. Mar 2023 (5274306.1)

VITTA GROUP

VITTA Supplier Purchase of Goods

1. DEFINITIONS

1.1 The following definitions apply in these Terms:

"Contract"	has the meaning given in clause 3.1.
"Data Protection Legislation"	has the meaning given in clause 20.5
"Deliverables"	means all documents, products and materials developed by you or your agents, contractors and employees as part of our in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
"Delivery Location"	has the meaning given in clause 7.2.
"Delivery Date"	has the meaning given in clause 7.4.
"Event Outside Our Control"	has the meaning given in clause 18.1.
"Goods"	has the meaning given in clause 3.1.
"Intellectual Property Rights"	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extension of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
"Order"	has the meaning given in clause 3.1.
"Our Materials"	has the meaning given in clause 8.3.9.
"Services"	has the meaning given in clause 3.1.
"Terms"	has the meaning given in clause 3.1.
"VAT"	means value added tax chargeable in the UK.

2. ABOUT US

2.1 **Company details:** VITTA Group Limited (**we** and **us**), a company registered at Companies House under Number 13546793 whose registered office is at Ashurst House Bakewell Road, Orton Southgate, Peterborough, England, PE2 6YS.

2.2 **Contacting us:** To contact us either visit or post a letter to our trading address, telephone our team at +44 (0)1902 402 402 or email sales@vittagroup.com or orders@vittagroup.com for sales and order enquiries respectively. How to give us formal notice of any matter under the Contract is set out in clause 19.2.

3. OUR CONTRACT WITH YOU

3.1 **Our contract:** These terms and conditions **(Terms)** apply to any order by us **(Order)** and supply of products (Goods) and/or services **(Services)** by you to us **(Contract)**. No other terms are implied by trade, custom, practice or course of dealing. All of these Terms shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

3.2 **Entire agreement:** The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

3.3 **Language:** These Terms and the Contract are made only in the English language.

4. PLACING AN ORDER AND ITS ACCEPTANCE

4.1 **Placing an order via email purchase order form or via the telephone:** An Order shall be deemed to be accepted on the earlier of: (i) you responding by email with a written acceptance of the Order; or (ii) you doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence.

4.2 **Placing your order online:** Your acceptance of our Order takes place when you send an email or other communication or you do any act consistent with fulfilling the Order, at which point the Contract between you and us will come into existence.

5. YOUR GOODS

5.1 You warrant and shall ensure that the Goods will:

5.1.1 correspond with their description;

5.1.2 comply with the product specification as set out in the Order (including the quantity and quality) or other agreed and signed documentation;

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5.1.3 are consistent with the samples and all associated certifications;

5.1.4 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by you or made known to you by us, expressly or by implication, and in this respect we rely on your skill and judgement;

5.1.5 be free from defects in terms of the substances, constituents, material, workmanship or production for a period of 12 months from the date of their initial use or 12 months from delivery, whichever is the later; and

5.1.6 comply with all applicable statutory and regulatory requirements relating to the production, labelling, packaging, storage, handling and delivery of the Goods, including full traceability (where applicable).

5.2 You shall ensure that at all times you have and maintain all the licences, permissions, authorisations, certifications, consents and permits that relate to the Goods and/or you need to carry out your obligations under the Contract **(Approvals)**. Furthermore, you will ensure that you will notify us immediately in the event that there is any change to the Approvals or if you make any change to your manufacturer or supplier of the Goods.

5.3 We may inspect and test the Goods at any time following delivery. Any such inspection or testing shall not reduce or otherwise affect your obligations under the Contract or our ownership of the Goods.

5.4 If following such inspection or testing we consider that the Goods do not conform or are unlikely to comply with your undertakings at clause 5.1, we shall inform you and you shall immediately take such remedial action (at your cost) as is necessary to ensure compliance.

5.5 We may conduct further inspections and tests after you have carried out your remedial actions.

5.6 You will maintain on your own account an inventory of the Goods at levels which are appropriate and adequate for you to be able to meet all our delivery requirements for the Goods.

5.7 You will provide adequate after-sales training and support to us as required for a period of 6 months after sale of the Goods. To the extent that you are unable to provide such after-sales training and support, you will reimburse us the cost of our finding an alternative third-party training provider.

5.8 You will support us in our promotional efforts as required and provide us with such quantities of promotional and advertising material as we reasonably request from time to time.

6. RETURN AND REFUND FOR ONLINE PURCHASES

If we have ordered our Goods via your website, we may cancel the Contract and receive a full refund.

7. DELIVERY OF GOODS

7.1 You will ensure that:

7.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

7.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number, the type and quantity of the Goods (including our SAP code number of the Goods, where applicable), the serial and batch codes (if applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

7.1.3 if you require us to return any packaging material to you, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to you at your cost.

7.2 You shall deliver the Goods to the location as is set out in the Order or as instructed by us before delivery **(Delivery Location)**.

7.3 In the event that you are required to arrange delivery, ou must contact the Delivery Location, using the phone number as provided for the relevant delivery site, in order to confirm a booking slot prior to delivery. Failure to book a delivery time may result in the delivery being rejected and any costs incurred by either party arising from such rejection will be your liability.

7.4 You shall deliver the Goods on the agreed delivery date (Delivery Date). Time shall be of the essence for delivery.

7.5 Delivery is completed on the completion of unloading of the Goods at the Delivery Location (or, if agreed, once the Goods have been collected by us).

7.6 If you:

7.6.1 deliver less than 95% of the quantity of Goods ordered, we may reject the Goods; or

7.6.2 deliver more than 105% of the quantity of Goods ordered, we may at our discretion reject the Goods or the excess Goods and any rejected Goods shall be returnable at your risk and expense. If you deliver more or less than the quantity of Goods ordered, and we accept the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

7.7 You shall not deliver the Goods in instalments without our prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by you to deliver any one instalment on time or at all, or any defect in an instalment shall entitle us to the remedies set out in clause 9.

7.8 Where an Order for a particular quantity of Goods is accepted at an agreed price, then provided that we accept the full quantity of the Goods ordered, we can request delivery of such Order at the agreed price be delayed for a reasonable period of time to a date later than the agreed Delivery Date, following which delivery of the Goods will be delayed by such reasonable period and the later delivery date will be deemed to be the Delivery Date.

8. SUPPLY OF SERVICES

8.1 You shall from the date set out in the Order and for the duration of the Contract supply the Services to us in accordance with the terms of the Contract.

8.2 You shall meet any performance dates for the Services specified in the Order or that we notify to you and time is of the essence in relation to any of those performance dates.

8.3 In providing the Services, you shall:

8.3.1 co-operate with us in all matters relating to the Services, and comply with all our instructions;

8.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in your industry, profession or trade;

8.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that your obligations are fulfilled in accordance with the Contract;

8.3.4 ensure that the Services will conform with all descriptions, standards and specifications set out in the Order or other agreed and signed documentation, and that the Deliverables shall be fit for any purpose that we expressly or impliedly make known to you;

8.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

8.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to us, will be free from defects in workmanship, installation and design;

8.3.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;

8.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of our premises;

8.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by us to you **(Our Materials)** in safe custody at your own risk, maintain Our Materials in good condition until returned to us, and not dispose or use Our Materials other than in accordance with our written instructions or authorisation;

8.3.10 not do or omit to do anything which may cause us to lose any licence, authority, consent or permission upon which we rely for the purposes of conducting our business, and you acknowledge that we may rely or act on the Services; and

8.3.11 comply with any additional obligations as set out in the Order or other agreed and signed.

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9. REMEDIES

9.1 If you fail to deliver the Goods on the Delivery Date and/or to perform the Services by the applicable date, and/or do not comply with the undertakings set out in clause 5.1, and/or supply Services that do not comply with the requirements of clause 8.3.4 then, without limiting any of our other rights or remedies, and whether or not we have accepted the Goods, we may exercise any one or more of the following remedies:

9.1.1 to terminate the Contract;

9.1.2 to reject the Goods (in whole or in part) and return them to you at your own risk and expense;

9.1.3 to require you to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

9.1.4 to require you to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services;

9.1.5 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which you attempt to make;

9.1.6 to recover from you any costs incurred by us in obtaining substitute goods and/or services from a third party;

9.1.7 to require a refund from you of sums paid in advance for Services that you have not provided and/or Goods that you have not delivered; and

9.1.8 to claim damages for any other costs, loss or expenses incurred by us which are in any way attributable to your failure to carry out your obligations under the Contract.

9.2 If the Goods are not delivered on the Delivery Date we may, at our option, claim or deduct a reasonable amount off the price of the Goods for each week's delay in delivery by way of liquidated damages, including deduction to cover any consequential losses.

9.3 These Terms shall apply to any substituted or remedial services and/or repaired, or replacement Goods supplied by you.

9.4 Our rights and remedies under these Terms are in addition to our rights and remedies implied by statute and common law.

10. PRICE OF GOODS AND DELIVERY CHARGES

10.1 The price of the Goods and/or the charges for the Services will be the price set out in the Order, or, if no price is quoted, the price set out in a written price confirmation issued by an authorised person.

10.2 You may invoice us for the price of the Goods and/or Services plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery or completion of the Services. You shall ensure that the invoice includes the date of the Order, the invoice number, our order number, the delivery note number(s), your VAT registration number and any supporting documents that we may reasonably require.

10.3 It is your responsibility to provide a proof of delivery/completion of service signed by our relevant staff member to support any invoices raised and failure to provide this is a valid reason for dispute of the invoice.

10.4 Unless otherwise agreed in writing we shall pay correctly rendered and undisputed invoices by the end of the month following the month of delivery or completion of the Services, or receipt of invoice, whichever is earlier, unless alternative terms have been agreed in writing. Payment shall be made to the bank account nominated in writing by you. Such details must be on company headed paper and signed by a senior member of your Finance department.

10.5 If a party fails to make any payment due to the other under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 1% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.

10.6 You shall maintain complete and accurate records of the time spent and materials used by you in providing the Services, and you shall allow us to inspect such records at all reasonable times on request.

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10.7 We may at any time, without limiting any of our other rights or remedies, set off any liability of you to us against any liability of us to you.

10.8 The price of the Goods includes packaging, insurance, all applicable taxes and duties and delivery charges.

10.9 The charges of the Services shall be your full and exclusive remuneration in respect of the performance of the Services and shall include every cost and expense directly or indirectly incurred by you in connection with the performance of the Services.

10.10 No extra charge shall be effective unless agreed in writing by us.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any of Our Materials) shall be owned by you.

11.2 You grant to us, or shall procure the direct grant to us of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy and modify the Deliverables (excluding Our Materials) for the purpose of receiving and using the Services and the Deliverables.

11.3 We shall not sub-license, assign or otherwise transfer the rights granted by clause 11.2.

11.4 We grant you a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by us to you for the term of the Contract for the purpose of providing the Services to us.

11.5 All of Our Materials are our exclusive property.

12. INDEMNITY

12.1 You shall keep us indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us as a result of or in connection with:

12.1.1 any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods, or receipt, use or supply of the Services (excluding Our Materials) to the extent that the claim is attributable to the acts or omissions of you, your employees, agents or subcontractors;

12.1.2 any claim made against us by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods or the Deliverables, to the extent that the defects in the Goods or Deliverables are attributable to the acts or omissions of you, your employees, agents or subcontractors; and

12.1.3 any claim made against us by a third party arising out of or in connection with the supply of the Goods or the Services (including any breach of confidentiality or non-compliance with laws and regulations), to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by you, your employees, agents or subcontractors.

12.2 This clause 12 shall survive termination of the Contract.

13. INSURANCE

13.1 During the term of the Contract and for a period of two (2) years thereafter, you 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, to a minimum of ten million pounds sterling (GBP £10 Million) and shall, on our request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

13.2 In the event that you have any concern in terms of your financial stability or solvency, and/or the ongoing ability to pay your debts as they fall due, you shall immediately notify us in writing of your concerns.

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14. 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, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 14 shall survive termination of the Contract.

15. COMPLIANCE WITH RELEVANT LAWS AND REGULATION

In performing your obligations under the Contract, you shall comply with all applicable laws, statutes, regulations and codes from time to time in force. We may immediately terminate the Contract for any breach of this clause 15.

16. TITLE AND RISK

Title and risk in the Goods shall pass to us on completion of delivery.

17. TERMINATION

17.1 We may terminate the Contract in whole or in part at any time before delivery of the Goods or completion of the Services with immediate effect by giving you written notice, whereupon you shall discontinue all work on the Contract. We shall pay you fair and reasonable compensation for any work in progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss. We also have the right to return to you any stock of your Goods held by us at the time of termination and, on receipt of such Goods, you shall reimburse us the price paid by us for such Goods.

17.2 Without limiting any of our other rights, we may terminate the Contract with immediate effect by giving written notice to you if:

17.2.1 you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 10 days of you being notified in writing to do so;

17.2.2 you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

17.2.3 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or

17.2.4 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

17.3 Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.

17.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

18. EVENTS OUTSIDE OUR CONTROL

18.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control, including, without limitation, technical interruptions, failure of utility supplies, war, terrorism, civil commotion, flood, fire, industrial action, strike, epidemic or pandemic, government authority intervention or other act of God (Event Outside Our Control).

18.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

18.2.1 we will contact you as soon as reasonably possible to notify you; and

18.2.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and

18.2.3 if such Event of Control continues for more than 4 weeks, we shall have the option of terminating the Contract on 2 weeks' notice.

19. COMMUNICATIONS BETWEEN US

19.1 When we refer to "in writing" in these Terms, this includes email.

19.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

19.3 A notice or other communication is deemed to have been received: (i) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the registered office; (ii) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or (iii) if sent by email, at 9.00 am the next working day after transmission.

19.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

19.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

20. GENERAL

20.1 **Assignment and transfer:** We may at any time assign, sub-contract, mortgage, charge, declare a trust over or deal in any other manner with any or all of our rights under this agreement. Furthermore, we may novate our obligations to a third party without requiring your consent and you shall execute all such documents as may be reasonably required to vest the benefit and the burden of this agreement in such third party. You may only assign, novate, sub-contract, mortgage, charge, declare a trust over or deal in any other manner with any or all of your rights under this agreement if we agree in writing.

20.2 **Variation:** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

20.3 **Waiver:** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

20.4 **Policies:** By accepting an Order, you agree to (and will procure that your suppliers, contractors and partners will agree to) observe and comply with our policies (including our Employee Handbook and other policies relating to anti-bribery and corruption), copies of which are available from the HR director. You further undertake to comply with all applicable laws and ensure that you are actively engaged in ensuring slavery does not exist within your supply chain. Breach of this clause will be deemed to be a material breach of the Contract not capable of remedy allowing us to terminate the Contract without notice.

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20.5 **Audit:** We may attend your premises on reasonable notice during business hours in order to review your labour standards (including those relating to modern slavery) and how you operate in practice. You will cooperate with us and provide access to all personal and information requested.

20.6 **Data Privacy:** To the extent that either party processes Personal Data (as defined in the Data Protection Legislation) on the other party's behalf, such party shall take all such measures that may be required to ensure compliance with the obligations set out in: (i) the General Data Protection Regulation (EU 2016/679); (ii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; (iii) any legislation implemented in connection with the General Data Protection Regulation; (iv) any data protection legislation coming into force as a result of the United Kingdom leaving the European Union and (v) any replacement legislation in respect of any of the same coming into effect from time to time and in each case as amended, extended or superseded from time to time (Data Protection Legislation).

20.7 **Severance:** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

20.8 **Third party rights:** The Contract is between you and us. No other person has any rights to enforce any of its terms.

20.9 **Governing law and jurisdiction:** The Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.

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