

## APPENDIX 1

### IF YOU SUPPLY GOODS (INCLUDING PRINT) TO THE COMPANY, THE FOLLOWING TERMS WILL APPLY

*These terms are supplementary to the Main Terms. All capitalised terms shall have the definitions set out in the Main Terms.*

#### 1 Goods

- 1.1 The Supplier shall be responsible for the cost of packaging, loading, carriage and delivery of the Goods unless otherwise specifically stipulated by the Company in writing or as part of the Purchase Order.
- 1.2 The Goods shall be packaged by the Supplier in a safe and sufficient manner so as to avoid loss or damage to the Goods prior to acceptance by the Company, and the packaging shall comply with all applicable statutory requirements and codes of practice for the time being in force.
- 1.3 Unless otherwise agreed in writing by the Company, the Company shall not be obliged to return any packaging materials to the Supplier but shall be at liberty to dispose of or require the Supplier (at the Supplier's cost) to remove and take away packaging from the delivery location and lawfully and properly dispose of the same as it sees fit at the Supplier's expense and risk.
- 1.4 The Goods shall be accurately described, classified, packaged, marked and labelled all in strict accordance with applicable statutory and other legal requirements. On delivery, appropriate handling instructions and the Company identification information (including but not limited to a delivery note quoting the number of the Purchase Order and the quantity and weight of the Goods supplied) must accompany each delivery of the Goods and must be displayed prominently and be readily accessible.
- 1.5 Any acknowledgement given by any employee or agent of the Company purporting to be a receipt for Goods referred to in a delivery note shall be a non-binding estimate only of the identity or quantity of the Goods delivered. the Company reserves all of its rights in the event that subsequent investigation reveals that the Goods delivered were not as stated.
- 1.6 If and to the extent that the Supplier is or is deemed to be a producer as defined in The Producer Responsibility Obligations (Packaging Waste) Regulations 1997 as amended and the Packaging (Essential Requirements) Regulations 2003 ("**Producer Regulations**") or any such analogous legislation in a country other than the UK, the Supplier warrants and undertakes that it shall comply with the terms of the Producer Regulations.
- 1.7 If and to the extent that the Company is or is deemed to be a producer under the Producer Regulations, the Supplier further warrants and undertakes that it will assist the Company (and any third-party producer working on behalf of the Company) in fulfilling its obligations under the Producer Regulations. For the avoidance of doubt this shall include but shall not be limited to providing the Company (and its Clients) with all relevant information regarding the packaging used in the Goods, (and specifically providing a breakdown of materials, the quality of the materials and the origin of the materials used in the packaging).

#### 2 Order and Acceptance

- 2.1 The Purchase Order constitutes an offer by the Company to purchase the Goods from the Supplier subject to these this Appendix 1.
- 2.2 The Purchase Order shall be accepted by the Supplier:
  - 2.2.1 expressly by phone, e-mail, post, electronic means (including 'e-print'); or,
  - 2.2.2 impliedly by fulfilling the Purchase Order.
- 2.3 Dispatch or delivery of the Goods by the Supplier to the Company shall be deemed conclusive evidence of acceptance of terms within this Appendix 1.
- 2.4 Once the Supplier accepts the Purchase Order in accordance with Clause 2.2, any document and artwork referred to in and supplied with the Purchase Order shall become a binding condition on the Supplier.
- 2.5 The Supplier expressly acknowledges that the terms within this Appendix 1 do not constitute any representation, promise or guarantee that the Company will request any particular volume of Goods from the Supplier.
- 2.6 the Company and the Supplier agree that the Company may at its sole discretion obtain in whole or part similar or equivalent Goods from a party other than the Supplier.
- 2.7 Unless otherwise agreed by way of an executed legal agreement signed by the Parties, this Agreement comprises the only terms and conditions on which the Company shall do business with the Supplier, (which replace any previous variations of the Agreement signed between the Company and the Supplier) and shall apply to the Agreement to the exclusion of any other terms and conditions generally used by the Supplier, proffered by the Supplier or otherwise brought to the Company's notice by the Supplier (whether or not such terms and conditions have been printed on any quotation, estimate or other document, electronically or otherwise given to the Company or subject to which the Purchase Order is accepted or purported to be accepted by the Supplier).

#### 3 Quality and Description

- 3.1 Goods shall:
  - 3.1.1 be free from all defects and shall conform and be rendered to meet all particulars and details as specified in the Purchase Order, where applicable;
  - 3.1.2 comply with all statutory requirements and all applicable regulations relating to the Goods;

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- 3.1.3 conform with any sample provided by the Company to the Supplier;
- 3.1.4 be and shall remain free from liens and encumbrances of any kind; and
- 3.1.5 be fit for any purpose for which they are supplied pursuant to the Purchase Order and any purpose held out by the Supplier.
- 3.2 The Supplier shall:
  - 3.2.1 not accept an order request from the Company without being provided with a Purchase Order number;
  - 3.2.2 and shall continue to have for the duration of the Agreement and for such time after the expiry or termination of the Agreement as is necessary for the proper performance of its obligations under the Agreement, full capacity and authority and all necessary governmental, administrative and regulatory authorisations, licences, permits and consents to enter into and to perform the Agreement and to supply the Goods and/or Services and the Supplier undertakes to inform the Company forthwith if any are withdrawn, limited or restricted in any way or are not renewed for any reason whether or not such withdrawal, limitation, restriction or non-renewal is a result of the fault or negligence of the Supplier;
  - 3.2.3 comply with its obligations in accordance with Applicable Law;
  - 3.2.4 promptly provide to the Company all information, materials, ancillary services reasonably required in relation to the Goods;
  - 3.2.5 provide to the Company such access to personnel and/or premises as is reasonably required in relation to the Goods;
  - 3.2.6 maintain adequate procedures in accordance with Good Industry Practice to maintain the security of data in relation to the Agreement;
  - 3.2.7 maintain adequate Business Continuity and Disaster Recovery Procedures in accordance with Good Industry Practice;
  - 3.2.8 ensure that any employees or agents of the Supplier, who are required to enter any the Company premises, comply with the security and health and safety regulations and other policies in force at such premises from time to time and obey the reasonable instructions of the Company while on such premises;
  - 3.2.9 ensure that spare and/or replacement parts with respect to the Goods shall be available from the Supplier for a reasonable period of time following delivery of the Goods;
  - 3.2.10 comply with ISO 12647-2 (at its own cost) as a recognised colour management standard or as specified by the Colour Connect Centre of Excellence, download any data requirements to achieve such standards from the Company server and upload relevant data to the Company's server for the Company to report on such compliance.
- 3.3 The Company has the right to inspect and/or test the Goods at any time prior to delivery and Supplier agrees to provide the Company with reasonable assistance to facilitate any such inspection and/or testing. If such inspection and/or testing cause the Company to be of the opinion that the Goods do not conform with the Agreement (and notwithstanding any other rights it may have at law or pursuant to the Agreement), the Company shall inform the Supplier and the Supplier shall at its own cost immediately take any action as is necessary to ensure conformity. If the Supplier fails to take any action reasonably requested by the Company, without prejudice to any other rights that the Company may have, the Company may treat such failure as a repudiatory breach of the Agreement by the Supplier and shall have the right to terminate it forthwith.
- 3.4 The Supplier hereby covenants that, where requested by the Company, the Supplier shall become a member of the Colour Connect Programme, and license the Applicable Software from the Company or any independent contractor or agent in order to perform the Services according to certain quality standards. Usage of the Applicable Software shall be strictly governed by the licence provisions of the *Colour Connect Onboarding Agreement – Addendum*, or (where granted directly by an independent contractor or agent) such other licence presented at the relevant time.
- 4 Guarantee**
  - 4.1 The Supplier guarantees the Goods against defects in design, materials equipment and workmanship, for a period of twelve (12) months following receipt of the Goods by the Company or such period of time specified in the Purchase Order.
  - 4.2 In the event that following receipt of the Goods by the Company such Goods are not defect free (at the Company's sole discretion), then in such an event the Supplier shall at the request of the Company either replace or repair any defective Goods at the Suppliers own cost and within the agreed Service Levels to conform to the Agreement. In the event that the Supplier does not repair defective Goods within the agreed Service Levels then the Company may do so itself or authorise others to do the same and, in that event, the Company shall recover all costs arising therefrom from the Supplier.
- 5 Packaging and Labelling**
  - 5.1 The Supplier shall be responsible for the cost of packaging, loading, carriage and delivery of the Goods unless otherwise specifically stipulated by the Company in writing or as part of the Purchase Order.
  - 5.2 The Goods shall be packaged by the Supplier in a safe and sufficient manner so as to avoid loss or damage to the Goods prior to acceptance by the Company, and the packaging shall comply with all applicable statutory requirements and codes of practice for the time being in force.
  - 5.3 Unless otherwise agreed in writing by the Company, the Company shall not be obliged to return any packaging materials to the Supplier but shall be at liberty to dispose of or require the Supplier (at the Supplier's cost) to remove and take away packaging from the delivery location and lawfully and properly dispose of the same as it sees fit at the Supplier's expense and risk.
  - 5.4 On delivery, the Goods are accurately described, classified, packaged, marked and labelled all in strict accordance with applicable

statutory and other legal requirements. On delivery, appropriate handling instructions and the Company identification information (including but not limited to a delivery note quoting the number of the Purchase Order and the quantity and weight of the Goods supplied) must accompany each delivery of the Goods and must be displayed prominently and be readily accessible.

- 5.5 Any acknowledgement given by any employee or agent of the Company purporting to be a receipt for Goods referred to in a delivery note shall be a non-binding estimate only of the identity or quantity of the Goods delivered. the Company reserves all of its rights in the event that subsequent investigation reveals that the Goods delivered were not as stated.

## **6 Title**

- 6.1 Unless otherwise agreed by the Parties in writing, full legal title and beneficial interest in the Goods shall be transferred to the Company when the Company accepts the delivery of such Goods.
- 6.2 If any further action is required such as, but not limited to, installation of the Goods, the Supplier shall notify in writing to the Company providing the specifications to be carried out free of charge and pursuant this Agreement.
- 6.3 The Supplier warrants and represents that:
- 6.3.1 the Supplier will be the sole owner and responsible of such Goods until the delivery was accepted by the Company;
  - 6.3.2 no other person and/or entity has a legal or other interest which could mean that the Company is unable to own the Goods;
  - 6.3.3 at the time of the delivery the Goods shall fit for purpose and shall meet the description and standards described on the PO and/or agreed in writing by the Parties as applicable;
  - 6.3.4 it has all unexpired manufacturer warranties related to the Goods for the benefit of the Company;
  - 6.3.5 the Goods shall comply with the all relevant applicable legislation and Good Industry Practice;
  - 6.3.6 it has all necessary licenses, consent and authorisations required to supply the Goods; and
  - 6.3.7 the Supplier has paid any royalties due to Third Parties, if required.
- 6.4 Without prejudice to any other rights or remedies provided in these Agreement or by law if some or all of the Goods are faulty and/or the Supplier is in breach of any of the warranties or representations provided herein, the Company will be entitled to reject the Goods in whole or in part, and the Supplier shall within five (5) Business Days refund to the Company any charges paid by the Company in respect of such Goods and at the Company's sole discretion cancel any PO and/or terminate the Agreement pursuant to Clause 6 of the Agreement (termination) and/or, at the Supplier's cost, replace the Goods from the day the Supplier is notified to that effect.

## **7 REACH Regulation**

- 7.1 Where applicable to the Goods, the Supplier will ensure for the duration of the Agreement, that:
- 7.1.1 the Goods conform with the legal requirements of the REACH Regulation before they are supplied to the Company; and
  - 7.1.2 in the event of a change to the REACH Candidate List of Substances of Very High Concern, the Supplier will confirm to the Company that it has fulfilled all its obligations and provide the Company with the required information in accordance with Article 33 of the REACH Regulation.

## **8 Delivery**

- 8.1 The Supplier shall deliver the Goods at the delivery point or points specified in the Purchase Order or elsewhere as the Company may direct, at the Supplier's expense, not earlier than the date and time specified in the Purchase Order. The Company may at its discretion request the Supplier to make delivery outside Working Hours but unless the Company notifies the Supplier in writing it shall not be obliged to accept deliveries outside of Working Hours.
- 8.2 In making delivery the Supplier shall comply fully (and shall procure that its carriers comply fully) with any delivery requirements/procedures at the delivery point or points which have been brought to the Supplier's attention.
- 8.3 Whenever a time of and/or date for delivery of Goods is stated on the Purchase Order, the time of and/or date for delivery of Goods shall be of the essence of the Agreement.
- 8.4 The Supplier shall give the Company immediate notice of any potential delay in delivery of the Goods.
- 8.5 If the Supplier fails to deliver the Goods and/or perform the Services by the time and/or date specified in the Purchase Order (if any) the Company may without prejudice to its other rights reject the Goods and cancel the Agreement.
- 8.6 Physical delivery of the Goods and acknowledgement or receipt thereof by the Company shall not be deemed to be any acceptance of a variation in the Purchase Order or the Agreement.
- 8.7 Even if the Goods are to be delivered by instalments, the Agreement shall be treated as a single contract and not severable. Failure to deliver one instalment of the Goods by the time and/or date specified in the Purchase Order (if any) shall allow the Company, without prejudice to its other rights to reject the Goods and cancel the Agreement.

## **9 Print Materials**

- 9.1 Where the Goods supplied include printed materials, the Supplier will on request:
- 9.1.1 achieve and maintain ISO 14001: 2004 certification;

- 9.1.2 maintain Forest Stewardship Council chain of custody certification;
- 9.1.3 ensure that they comply with ISO 12647-2 as a recognised colour management standard or such other standard as specified by the Colour Connect Centre of Excellence;
- 9.1.4 submit an EcoVadis<sup>1</sup> scorecard and share with the Company.
- 9.2 From time to time the Company undertakes environmental initiatives with its vendor base. The Supplier shall participate in such initiatives on request from the Company.
- 9.3 The Supplier will comply with Waste Electrical and Electronic Equipment (Amendment) Regulations 2010 (SI 2010/1155) (as amended from time to time) or applicable analogous legislation in a country outside the EU.
- 9.4 The Supplier undertakes, on the Company's request, to become a member of the Supplier Ethical Data Exchange ("**Sedex**") and maintain its membership with Sedex when supplying any Goods to or performing any Services for the Company or any of its Clients. For the avoidance of doubt, as part of the membership requirement, the Supplier is required to keep up to date Sedex Self-Assessment Questionnaire information and upload any new audit data onto Sedex platform. The Supplier shall allow the Company access to any such information available on Sedex platform.
- 9.5 The Price shall be as specified in the Purchase Order and, unless otherwise stated, shall be inclusive of insurance charges and any other charges for delivery (including packaging and freight in<sup>2</sup> accordance with Clause 5.1) and any duties, imposts and levies (in respect of which all required documentation shall accompany the Goods), other than VAT which shall be payable by the Company subject to receipt of a VAT invoice in accordance with Clause 4 of the Terms.
- 9.6 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of the Company.
- 10 Free Issue Materials**
- 10.1 All materials, including any artwork or documents (together with any modifications, alterations, adaptations or changes to the artwork and the documents) ("**Materials**") made available by the Company to the Supplier in connection with the Agreement shall be and remain the property of the Company but shall be at the risk of the Supplier until delivery and acceptance of the Goods or the return of the Materials whichever shall be the later.
- 10.2 The Supplier shall:
  - 10.3 keep the Materials in good order and condition and be responsible for any loss thereof or damage thereto;
  - 10.4 use the Materials only for the purpose of the Agreement;
  - 10.5 return the Materials not required for use "carriage paid", to the Company at the Company's request or, if no request is made, upon completion of the Agreement.
- 11 Termination**
- 11.1 The Supplier shall, on completion of the Agreement, deliver to the Company all artwork and documents whether supplied by the Company or prepared by or on behalf of the Supplier in connection with the Agreement.
- 12 Quotes and Instant Pricing**
- 12.1 A Quote shall be valid for the period of time specified by the Supplier in the Quote.
- 12.2 If the Company wishes to purchase Goods on the basis of the Supplier's Quote, the Company shall issue a Purchase Order to the Supplier.
- 12.3 Should the Supplier's Quote be accepted, the Quote, the Purchase Order together with these Terms and any changes specifically agreed in signed writing will form a binding contract between the Supplier and the Company. There will be no provision for the price(s) submitted in the Quote to be subsequently reviewed by the Supplier.
- 12.4 The Company is not obliged to accept any Quote submitted by the Supplier.
- 12.5 If a Supplier uses Instant Pricing to submit a Quote, the remaining provisions of this Clause 12 shall apply:
- 12.6 The Supplier is solely responsible for inputting the Supplier Data into Instant Pricing, and the Company shall not be liable for any losses, damages, costs, expenses or liabilities arising from the Supplier incorrectly inputting the Supplier Data into Instant Pricing to submit a Quote, including but not limited to where:
  - 12.6.1 the Supplier is not awarded a contract for Goods; or
  - 12.6.2 the Supplier is bound to deliver Goods under a contract on the basis of the Supplier Data inputted by the Supplier.
- 12.7 The Supplier agrees that any Supplier Data inputted by the Supplier into Instant Pricing shall become the Company's property and the Company shall have full access rights in respect of such Supplier Data.
- 12.8 The Supplier warrants that:
  - 12.8.1 it is the sole unencumbered absolute legal and beneficial owner or the licensee of all Intellectual Property Rights in

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<sup>1</sup> EcoVadis is a global provider of business sustainability ratings, creating a global network of more than 65,000 rated companies:  
<https://ecovadis.com/>

the Supplier Data;

12.8.2 the Supplier Data does not and shall not infringe any Intellectual Property Rights or any other rights whatsoever of any person; and

12.8.3 the Supplier Data will be true, accurate and complete in all respects.

12.9 The Supplier shall comply with any additional terms of use of Instant Pricing required by any licensor of Instant Pricing (or any component thereof), as notified to the Supplier from time to time.