

## CONDITIONS OF PURCHASE

### 1 Definitions

<b>Conditions</b>	means these conditions of purchase;
<b>Confidential Information</b>	means any commercial, financial or technical information, information relating to the Deliverables, plans, designs or know-how, or information which is obviously confidential or has been identified as such;
<b>Contract</b>	means the agreement between the Supplier and Superdry incorporating these Conditions and the Order;
<b>Deliverables</b>	means the Goods or Services or both as the case may be;
<b>Force Majeure</b>	means an event or sequence of events beyond any party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements);
<b>Goods</b>	means the goods set out in the Order and to be supplied by the Supplier to Superdry;
<b>Intellectual Property Rights</b>	means copyright, patents, know-how, trade marks, trade names, design rights, domain names, rights in confidential information and all similar rights;
<b>Order</b>	means Superdry's order for the Deliverables as set out in Superdry's order form;
<b>Price</b>	has the meaning given in clause 3.1;
<b>Services</b>	means the services set out in the Order and to be provided by the Supplier to Superdry;
<b>Supplier</b>	means the person to whom Superdry has addressed the Order;
<b>Specification</b>	means the description or specification of the Deliverables set out in the Order;
<b>Superdry</b>	means the member of the Superdry plc group of companies identified in the Order; and
<b>Superdry Ethical Trading Code</b>	means Superdry's code of practice on ethical trading (including provisions on anti-slavery) in force from time to time.

### 2 Application of these Conditions

- 2.1 These Conditions apply to and form part of the Contract between the Supplier and Superdry.
- 2.2 No terms or conditions contained in the Supplier's quotation, confirmation or other document will form part of the Contract except to the extent agreed in writing by Superdry.
- 2.3 No variation of these Conditions, an Order, or the Contract will be binding unless expressly agreed in writing and signed by Superdry.
- 2.4 Each Order will be an offer to purchase Deliverables subject to these Conditions. Superdry may withdraw or amend an Order at any time before acceptance.
- 2.5 Acceptance of an Order by the Supplier will take place when it is expressly accepted or by any other conduct of the Supplier which Superdry reasonably considers is consistent with acceptance of the Order.

### **3 Price**

- 3.1 The price for the Deliverables will be as set out in the Order, failing which, it will be calculated in accordance with the Supplier's scale of charges acknowledged by Superdry before the Order date ("**Price**"). No increase in the Price may be made after the Order is placed.
- 3.2 The Price includes packaging, delivery, unloading and unpacking unless expressly agreed in writing by Superdry.

### **4 Payment**

- 4.1 The Supplier will invoice Superdry for: (a) Goods on completion of delivery of the Goods, and (b) Services on completion of performance of the Services.
- 4.2 Superdry will pay each validly submitted invoice of the Supplier within 60 days of the invoice date. If Superdry disputes an invoice it will inform the Supplier and the parties will use their reasonable endeavours to resolve the dispute amicably.
- 4.3 Superdry reserves the right to initiate a discussion with the Supplier to agree an early payment discount of between 0% and 2%, and if no such agreement is reached Superdry may deduct an early payment discount of 0.25% for full payment within 15 days of the invoice date.
- 4.4 If Superdry fails to pay the Supplier's invoice by the due date for payment, then Superdry will pay interest on the overdue amount at the rate of 3% per annum above HSBC Bank plc's base rate from time to time. Such interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. Superdry will pay the interest together with the overdue amount. This clause 4.4 will not apply to payments Superdry disputes in good faith.
- 4.5 Value added tax will be charged by the Supplier and paid by Superdry at the applicable rate.

### **5 Cancellation**

- 5.1 Superdry will have the right to cancel the Order in whole or in part for Deliverables which have not yet been delivered (in the case of Goods) or performed (in the case of Services).
- 5.2 For any Order cancelled under clause 5.1, Superdry will pay for:
  - 5.2.1 in respect of Goods, that part of the Price which relates to Goods which at the time of cancellation have been delivered to Superdry; and
  - 5.2.2 in respect of Services, that part of the Price which relates to Services which at the time of cancellation have been performed.

### **6 Delivery and performance**

- 6.1 The Supplier will deliver the Goods and Services to the location(s) on the date(s) specified in the Order.
- 6.2 The Supplier will not deliver the Goods or perform the Services in instalments unless otherwise agreed in writing by Superdry.
- 6.3 Time of delivery of the Goods and performance of the Services is of the essence. If the Supplier fails to deliver any of the Goods or perform any of the Services by the date specified in the Order, Superdry will (without prejudice to its other rights and remedies) be entitled at Superdry's sole discretion:
  - 6.3.1 to terminate the Contract in whole or in part;
  - 6.3.2 to purchase the same or similar Deliverables from an alternative supplier; and/or
  - 6.3.3 to recover from the Supplier all costs and losses resulting to Superdry, including the amount by which the price payable by Superdry to acquire those Deliverables from alternative supplier exceeds the price payable under the Contract and any loss of profit.

### **7 Acceptance, rejection and inspection**

- 7.1 Superdry will be entitled to reject any Deliverables which are not in full compliance with the terms and conditions of the Contract. Any acceptance of defective, late or incomplete

Deliverables or any payment made, will not constitute a waiver of any of Superdry's rights and remedies, including its right to reject.

- 7.2 Any rejected Goods may be returned to the Supplier by Superdry at the Supplier's cost and risk. The Supplier will pay to Superdry a reasonable charge for storing and returning any of the Goods over-delivered or rejected.
- 7.3 Superdry may inspect and test the Deliverables during performance or during manufacture or processing prior to despatch, and the Supplier will provide Superdry with all facilities reasonably required. Any inspection or testing of the Deliverables will not be deemed to be acceptance of the Deliverables or a waiver of any of Superdry's rights and remedies, including its right to reject.
- 7.4 The rights of Superdry in this clause 7 are without prejudice to Superdry's rights under clause 9.

## **8 Title and risk**

- 8.1 Risk in the Goods will pass to Superdry on delivery.
- 8.2 Title to the Goods will pass to Superdry on the sooner of: (a) payment by Superdry for the Goods; or (b) delivery of the Goods to Superdry. The passing of title will not prejudice any other of Superdry's rights and remedies, including its right to reject.

## **9 Warranty**

- 9.1 The Supplier warrants and represents that, for a period of 24 months from delivery ("**Warranty Period**"), the Deliverables will:
- 9.1.1 conform to any sample, their description and to the Specification;
  - 9.1.2 be free from defects in design, material and workmanship;
  - 9.1.3 comply with all applicable laws, standards and best industry practice; and
  - 9.1.4 be fit for purpose and any purpose held out by the Supplier or set out in the Order.
- 9.2 The Supplier will, at Superdry's option, promptly repair, replace or re-perform, or refund the Price of any Deliverables which do not meet the requirements of clause 9.1, provided that Superdry serves a written notice on the Supplier within the Warranty Period. The provisions of these Conditions will apply to any Deliverables that are repaired, replaced or re-performed for the remaining Warranty Period.
- 9.3 Superdry's rights under these Conditions are in addition to and will not detract from any rights implied by law.

## **10 Indemnity and insurance**

- 10.1 The Supplier will indemnify, and keep indemnified, Superdry from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by Superdry as a result of or in connection with the Supplier's breach of any of the Supplier's obligations under the Contract.
- 10.2 The Supplier will have in place contracts of insurance with reputable insurers insuring the Deliverables and any of Superdry's materials in the Supplier's possession against the usual risks, including accident, fire and theft, for their full replacement value until the risk in them passes to Superdry, and insuring against all other risks that a prudent supplier should consider reasonable. On request, the Supplier will supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Supplier will on request assign to Superdry the benefit of such insurance.

## **11 Intellectual property rights**

- 11.1 All specifications provided by Superdry and all Intellectual Property Rights in the Deliverables made or performed in accordance with such specifications will vest in and remain at all times the property of Superdry and such specifications may only be used by the Supplier as necessary to perform the Contract. The Supplier assigns (or will procure the assignment) to Superdry absolutely, with full title guarantee, all right, title and interest in any such Intellectual

Property Rights, and the Supplier will do all such things and sign all documents necessary in Superdry's opinion to vest all such Intellectual Property Rights in Superdry.

- 11.2 The Supplier will indemnify Superdry from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by Superdry as a result of or in connection with any action, demand or claim that use or possession of any of the Intellectual Property Rights in the Deliverables (except those supplied by Superdry) infringes the Intellectual Property Rights of any third party.

## **12 Confidentiality and announcements**

- 12.1 The Supplier will keep confidential all Confidential Information of Superdry and will only use the same as required to perform the Contract. The provisions of this clause will not apply to:
- 12.1.1 any information which was in the public domain at the date of the Contract;
  - 12.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract;
  - 12.1.3 any information which is independently developed by the Supplier without using information supplied by Superdry; or
  - 12.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- 12.2 This clause will remain in force for three years after termination of the Contract.
- 12.3 The Supplier will not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

## **13 Termination**

- 13.1 Superdry may terminate the Contract at any time by giving notice in writing to the Supplier if:
- 13.1.1 the Supplier commits a material breach of the Contract and such breach is not remediable; or
  - 13.1.2 the Supplier commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach.
- 13.2 Superdry may terminate the Contract at any time by giving notice in writing to the Supplier if the Supplier is bankrupt or insolvent or becomes unable to pay its debts as they fall due or an event analogous to any of the aforesaid will occur in any jurisdiction.

## **14 Anti-Bribery and Ethical Code**

- 14.1 The Supplier will:
- 14.1.1 comply with the UK Bribery Act 2010 and all other applicable laws and regulations relating to anti-bribery and anti-corruption ("**Anti-Bribery Laws**");
  - 14.1.2 not engage in any activity or conduct which would constitute an offence under the Anti-Bribery Laws; and
  - 14.1.3 maintain in place throughout the term of this Agreement appropriate policies and procedures to ensure compliance with the Anti-Bribery Laws.
- 14.2 The Supplier will:
- 14.2.1 comply with the Superdry Ethical Trading Code at all times during the Contract.
  - 14.2.2 notify Superdry as soon as it becomes aware of any actual or potential breach of the Superdry Ethical Trading Code, whether by the Supplier or any of its sub-contractors; and
  - 14.2.3 provide Superdry with complete, accurate and timely responses to any request for information made by Superdry on any subject matter related to the Superdry Ethical Trading Code.
- 14.3 Breach of this clause 14 will be deemed a material breach.

## **15 General**

- 15.1 A party will not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it promptly notifies the other of the Force Majeure event and its expected duration and it uses best endeavours to minimise the effects of that event.
- 15.2 Notices must be given, and are deemed received:
- 15.2.1 by hand: on receipt; or
- 15.2.2 by post: at 9.00 am on the second business day after posting;
- 15.3 The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements between them in respect of its subject matter. Nothing in these Conditions purports to limit or exclude any liability for fraud.
- 15.4 No variation of the Contract will be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, Superdry.
- 15.5 The Supplier may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without Superdry's prior written consent.
- 15.6 No failure, delay or omission by Superdry in exercising any right, power or remedy provided by law or under the Contract will operate as a waiver of that right, power or remedy, nor will it preclude or restrict any future exercise of that or any other right, power or remedy.
- 15.7 A person who is not a party to the Contract will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.
- 15.8 The Contract and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract, its subject matter or formation (including non-contractual disputes or claims).

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