General Terms and Conditions

These General Terms establish the contractual framework for the supply of Goods by Haier to the Customer. These General Terms shall apply to all Orders executed by Haier and the Customer in accordance with clause 3.

1. Definitions & Interpretation

1.1 In these General Terms the following definitions shall apply:

"Agreement" means the agreement incorporating these General Terms, the Customer Application Form and any Order Form, which in the case of conflict rank in the order of precedence set out above;

"Applicable Data Protection Laws" means worldwide data protection and privacy laws and regulations applicable to the personal data in question, including, where applicable:

(a) Regulation 2016/679 (General Data Protection Regulation) (the "**EU GDPR**");
(b) the EU e-Privacy Directive (Directive 2002/58/EC);
(c) any and all applicable national law made under or pursuant to (a) or (b);
(d) the UK GDPR as it is saved and incorporated into UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "**UK GDPR**");
(e) the Data Protection Act 2018; and
(f) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 as they continue to apply in the UK under section 2 of the European Union (Withdrawal) Act 2018;

and in each case as may be amended or superseded from time to time; and for the purposes of the Services Agreement "**Controller**", "**Processor**", "**Data Protection Impact Assessment**" or "**DPIA**" "**Data Subject**", "**Personal Data**", "**processing**" (and "**process**") and "**special categories of Personal Data**" shall have the meanings given in the UK GDPR or EU GDPR as applicable;

"Applicable Laws" means all applicable laws, statutes, regulations that apply to a party from time to time in force;

"Business Day" means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

"Business Hours" means the period from 9.00 am to 5.00 pm on any Business Day;

"Carrier" means the third-party logistics company used by Haier to deliver the Goods to the Customer;

"Commencement Date" means the start date for these General Terms as specified on the Customer Application Form;

"Confidential Information" means any information relating to the business of the disclosing party which is not publicly available including, but not limited to,

(a) data or information regarding the business, affairs, customers, suppliers, plans, forecasts, pricing, strategies, operations, processes, product information, know-how, technical information, designs, trade secrets or software of the disclosing party;
(b) any information, findings, data or analysis derived from Confidential Information
(c) the terms of the Agreement; and
(d) any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the disclosing party;

"Control" has the meaning given in section 1124 of the Corporation Tax Act 2010 and **controls**, **controlled** and the expression **change of Control** shall be construed accordingly;

"Customer" means the organisation, firm, company or public authority named on the Customer Application Form;

"**Customer Application Form**" means the document signed by Authorised Signatories of the parties that sets out the Customer's details, incorporates by reference these General Terms and establishes the contractual framework for the supply of Goods by Haier to the Customer;

"**Delivery**" means the completion of delivery of an Order to the Delivery Location;

"**Delivery Date**" means the date notified to the Customer for Delivery of the Goods;

"**Delivery Location**" shall mean the location set out in the Order Form or such other location as the parties may agree in advance of the Delivery;
"**Force Majeure Event**" means any one or more acts, events, omissions or accidents beyond the reasonable control of a party, including but not limited to: strikes, lock-outs or other industrial disputes (other than those caused by acts and/or omissions of the affected party); failure of a utility service, or transport network or information technology or telecommunications service; act of God (including without limitation fire, flood, earthquake, storm or other natural disaster); war, threat of war, riot, civil commotion or terrorist attack; malicious damage (including without limitation the acts of hackers that could not have been prevented by a party acting reasonably); epidemic; pandemic; compliance with any change of law or governmental order, rule, regulation or direction; and/or default caused by an event of force majeure or the insolvency of suppliers or sub-contractors;
"**General Terms**" means these terms and conditions found on the Order Form and as updated from time to time, which set out the general terms for the supply of Goods by Haier to the Customer and form part of the Agreement;
"**Goods**" means the products being purchased by the Customer and listed on the Order Form;
"**Group Company**" means in relation to a party, that party, or another company if that other company:

(a) holds a majority of the voting rights in it; or
(b) is a member of it and has the right to appoint or remove a majority of its board of directors; or
(c) is a member of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it; or if it is a subsidiary of a company that is itself a subsidiary of that other company;

"Haier" means Haier Smart Home UK & I Ltd, a company incorporated and registered in England and Wales with company number 2512528, whose registered office is at 302 Bridgewater Place, Birchwood Park, Warrington, WA3 6XG;
"Insolvency Event" means where a person/company ceases or threatens to cease to carry on business, is found unable to pay its debts within the meaning of the Insolvency Act 1986 section 123, has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters any composition with creditors generally, or has an order made or resolution passed for it to be wound up (unless as part of any scheme for solvent amalgamation or solvent reconstruction) or undergoes any similar or equivalent process in any jurisdiction**;**
"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks 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 extensions 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;
"Mandatory Policies" means the business policies and codes outlined in Schedule 1, as amended by notification to the Supplier from time to time;
"**Order**" means a binding commitment by the Customer to purchase Goods from Haier as detailed in an Order Form;
"Order Form" means the electronic or physical form document (including any schedules, annexes and appendices) relating to an Order that sets out details of the Goods purchased by the Customer under these General Terms;
"**Renewal Term**" means each period of 12 months commencing on the expiry of the Initial Term and each anniversary thereafter; and
"**Term**" means the term of the Agreement commencing on the Commencement Date until the termination of the Agreement for any reason.

1.2 The Schedules form part of the Agreement and shall have effect as if set out in full in the body of the Agreement. Any reference to the includes the Schedules.

1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of the Agreement and references to clauses and Schedules are to the clauses, Schedules of the Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.4 A reference to a "party" includes that party's personal representatives, successors and permitted assigns.

1.5 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns and a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8 Unless expressly provided otherwise in the Agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.9 A reference to writing or written includes email save for any variations under clause 14.5.

1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.11 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Term & Termination

2.1 The General Terms will become effective on the Commencement Date and will continue in full force and effect until terminated by either Party in accordance with clause 2.2.

2.2 Either party may terminate these General Terms by providing the other party with at least ninety (90) days' written notice. Such termination will come into effect on the date specified in the notice or on the date of successful Delivery of the last active Order under these General Terms, whichever is the latter.

2.3 Once a party has served notice to terminate these General Terms, in accordance with clause 2.2, no new Order may be placed.

2.4 Without affecting any other right or remedy available to it, Haier may terminate the Agreement at any time on written notice to the Customer, either immediately or following such notice period as it shall see fit:

(a) If the Customer:

(i) commits a material breach of the Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified to do so;

(ii) repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;

(iii) undergoes an Insolvency Event;

(iv) undergoes a change of Control; or

(v) ceases to hold the relevant licences or regulatory approvals required for the sale of the Goods; or

(b) on the occurrence of a Force Majeure Event.

2.5 Without limiting its other rights or remedies, Haier may suspend the supply of the Goods if the Customer becomes subject to an Insolvency Event or Haier reasonably believes that the Customer is about to become subject to such event, or if the Customer fails to pay any amount due under the Agreement on the due date for payment. Further, if the Goods have been delivered but not paid for, the price shall become due immediately regardless of any previous agreement to the contrary.

3. Order Process

3.1 These General Terms enable the Customer to purchase Goods from Haier by executing an Order as set out in this clause 3.

3.2 By signing the Customer Application Form, the parties agree that the General Terms establish the contractual framework for the supply of Goods by Haier to the Customer and that the General Terms, subject to any changes, shall apply to all Orders executed by Haier and the Customer.

3.3 Each Order for the provision of the Goods between Haier and the Customer incorporates by reference the General Terms, the Customer Application Form and the Order Form.

3.4 The General Terms shall not be rendered invalid or inoperative by and shall take precedence and supersede over any condition, stipulation or reservation contained in any documents issued by the Customer to Haier (which conditions, stipulations and reservations shall be of no effect).

3.5 The parties agree to discuss and negotiate the terms of any new Order in good faith. The Customer and Haier shall bear its own costs in the agreement of an Order and the production and negotiation of the associated Order Form.

4. Terms of Payment

4.1 The Customer shall pay all invoices issued by Haier within 30 days from the date of invoice and in accordance with this clause 4, unless otherwise agreed in writing by Haier.

4.2 Payments shall be made into the account notified to the Customer from time to time by Haier in writing.

4.3 The Customer shall make all payments due under the Agreement, save for any amounts subject to a genuine dispute and notified to Haier in accordance with clause 4.7, without any deduction whether by set-off, counterclaim, discount, abatement or otherwise.

4.4 Subject to clause 4.7, if the Customer fails to make any payment due to Haier by the due date, then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above the then current Bank of England base rate. 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 Customer shall pay the interest together with the overdue amount.

4.5 Notwithstanding any other remedy available to Haier, if the Customer fails to make any payment due to Haier, then Haier has the right to suspend any further deliveries to the Customer until all outstanding balances have been paid in full, cleared funds.

4.6 If the Customer fails to make payment by the due date all costs and expenses incurred by Haier in recovery of the outstanding sum shall be recoverable from the Customer on a full indemnity basis including, without prejudice to the generality of the foregoing, all legal and administrative costs irrespective of whether or not legal proceedings are issued against the Customer.

4.7 Where any invoices are disputed by the Customer, details of the invoice and the reasons for the dispute must be communicated in writing to Haier within seven (7) days of the date of invoice. Haier shall consider the merits of such disputed invoice claim, however any amount not under dispute must be paid in accordance with this clause 4. Notwithstanding the requirement to pay all other sums not in dispute, Haier reserves the right to suspend any further deliveries pending resolution.

4.8 Haier will issue pricing on a yearly basis or as appropriate.

5. Delivery

5.1 Haier shall ensure that:

(a) each Delivery of the Goods is accompanied by a delivery note that shows the date of the Order, all relevant Customer and Haier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), and special storage instructions (if any); and

(b) it delivers the Goods to the Delivery Location by the Delivery Date.

5.2 The Customer acknowledges that the Delivery Date quoted is approximate only and Haier shall not be liable for any delay in Delivery of the Goods, however caused. Time for Delivery shall not be of the essence unless previously agreed by Haier in writing. The Goods may be delivered by Haier in advance of the Delivery Date upon giving reasonable notice to the Customer.

5.3 Delivery is completed when Haier places the Goods specified in the Order at the Customer's disposal at the Delivery Location.

5.4 Haier shall have no liability for any failure or delay in delivering an Order to the extent that any failure or delay is caused by the Customer's failure to comply with its obligations under the Agreement.

5.5 If the Customer fails to take delivery of an Order, save where such failure is a result of a Force Majeure Event:

(a) Delivery shall be deemed to have been completed at 9am on the Delivery Date; and
(b) Haier shall store the Order until the Customer or its agent take possession of the Order, and charge the Customer for all related costs and expenses (including insurance, port costs and redelivery) as set out in Schedule 2 (Delayed Delivery Costs); and
(c) Haier shall charge an administration fee of £600.

5.6 All claims arising from shortages, non-delivery or damaged Goods will only be considered if notification is received by both Haier and the Carrier within 24 hours of Delivery. If the Customer does not notify Haier accordingly, the Customer shall not be entitled to reject the Goods and Haier shall have no liability for such defect or failure and the Customer shall be bound to pay for the Goods as though the Goods had been delivered in accordance with the Agreement.

6. Customer's obligations

6.1 The Customer shall at all times comply with Applicable Law and Schedule 1 (Mandatory Policies).

6.2 The Customer shall not:
(a) represent itself as an agent of Haier for any purpose;
(b) pledge Haier's credit;
(c) give any condition or warranty on Haier's behalf;
(d) make any representation on Haier's behalf;
(e) commit Haier to any additional contracts;
(f) otherwise incur any liability for or on behalf of Haier; or
(g) without Haier's written consent, make any promises or guarantees about the Goods beyond those agreed in writing (excluding by email) with Haier.

7. Product Recall

7.1 Haier shall notify the Customer if it becomes the subject of a notice, request, court order or other directive of a governmental or regulatory authority regarding the safety or compliance of any Goods.

7.2 If the Customer is the subject of a request, court order or other directive of a governmental or regulatory authority to withdraw any Goods from the market ("**Recall Notice**") it shall immediately notify Haier in writing and attach a copy of the Recall Notice.

7.3 Following its review of any notice identified in clause 7.1 or 7.2, Haier shall in its sole discretion and at its cost, investigate the cause of such Recall Notice or safety or compliance matter and determine an appropriate course of action, including where applicable, issuing service repair instructions to the Customer.

7.4 Unless required by law, the Customer may only undertake a recall or withdrawal of the Goods from the market with the written permission of Haier and in accordance with clause 7.5.

7.5 The Customer must:
(a) give such assistance as Haier reasonably requires to repair, recall or withdraw the Goods or batches of Goods from the market, and comply with Haier's instructions about the process of implementing that repair, recall or withdrawal; and
(b) comply with any Recall Notice.

7.6 The Customer undertakes to maintain appropriate, up-to-date and accurate records to enable the immediate repair or recall of any Goods or batches of Goods from the market.

8. Intellectual Property Rights

8.1 Haier, its Group Company and or its licensors, grants to the Customer the non-exclusive right to use Haier's Intellectual Property Rights and any Intellectual Property Rights in the Goods that originate from Haier to promote and sell the Goods, subject to, and for the duration of, the Agreement. The Customer acknowledges that all Intellectual Property Rights used for the manufacture of the Goods that originate from Haier shall remain the exclusive property of Haier or, where applicable, any third-party licensor from whom Haier derives the right to use them.

9. Warranties and Liabilities

9.1 Haier warrants that the Goods which are supplied will, at the time of Delivery, correspond to the description which was given to the Customer, however all other warranties which are implied under the general law will be excluded.

9.2 If the Goods are in such a state as would but for this condition, entitle the Customer to repudiate the Agreement and or claim damages from Haier, Haier reserves the right to repair or replace the Goods in the first instance.

9.3 Haier reserves the right to make any changes in the specification of the Goods which are required to conform with any Applicable Law or as it deems necessary.

9.4 Haier shall have no liability in respect of any defect in the Goods arising from: (i) fair wear and tear; (ii) the Customer's wilful damage of Goods; (iii) the Customer's negligence; (iv) the Customer's abnormal working conditions; (v) the Customer's failure to follow Haier's instructions (whether oral or in writing), or (vi) the Customer's misuse or alteration or repair of the Goods without Haier's approval.

9.5 Haier shall have no liability under the above warranty (or any other warranty, condition or guarantee, if any) if the total price for the Goods has not been paid by the due date for payment.

9.6 Nothing in the General Terms shall limit or exclude Haier's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
(b) fraud or fraudulent misrepresentation;
(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979.

9.7 Haier shall not be liable for any consequential or indirect loss suffered by the Customer whether this arises from breach of a duty in contract or tort or in any other way (including loss arising from Haier's negligence). Non-exhaustive illustrations of consequential or indirect loss would be:

(a) loss of profits
(b) loss of contracts
(c) damage to property of the Customer or anyone else; or
(d) personal injury to the Customer or anyone else (except so far as such injury is attributable to Haier's negligence).

9.8 Without prejudice to the generality of clause 8.7, in no circumstances shall the aggregate amount of damages payable by Haier to the Customer in respect of the Goods exceed the price of the Goods.

9.9 It shall be the duty of the Customer to take out and thereafter maintain a policy of insurance against such consequential or indirect loss and to hold Haier harmless therefore.

10. Title

10.1 The risk in the Goods shall pass from Haier to the Customer upon Delivery. However, notwithstanding Delivery, the title in the Goods shall not pass to the Customer until the price of the Goods and all other money owing to Haier by the Customer in respect of other Goods supplied, has been paid in full. This does not affect any other rights of Haier.

10.2 Until the title in the Goods has passed to the Customer:

(a) the Customer shall hold the Goods as fiduciary agent and bailee for and to the order of Haier and shall store the Goods on its premises separately from its own goods or those of any other person and in a manner which makes them readily identifiable as Haier's Goods, but shall be entitled to resell or use the Goods in the ordinary course of its business; and
(b) Haier may at any time recover possession of the Goods and may for that purpose, enter upon any premises at which they are stored.
(c) The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Haier, but if the Customer does so, all monies owing by the Customer to Haier shall (without prejudice to any other right or remedy of Haier) forthwith become due and payable.
(d) If the Customer sells the Goods, Haier may by written demand, require the Customer to assign to Haier the Customer's right to recover the price from its purchasers. The Customer shall not assign to any other person any rights arising from a sale of the Goods without Haier's written consent.

11. Representations

11.1 Haier's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by Haier in writing. In entering into the Agreement, the Customer acknowledges that it does not rely on any such representations which are not so confirmed.

11.2 Whilst Haier takes every precaution in the preparation of its catalogues, technical circulars, price lists and its other literature, these documents are for the Customer's general guidance only and the particulars contained therein shall not constitute representations by Haier and Haier shall not be bound thereby.

12. Confidentiality

12.1 Each party undertakes that it shall not at any time during the Agreement, and for a period of two years after termination of the Agreement, disclose to any person any Confidential Information of the other party or of any Group Company, except as permitted by clause 11.2(b).

12.2 A party may disclose the other party's Confidential Information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this clause 11; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.

12.4 The receiving party acknowledges that any Confidential Information disclosed by the disclosing party pursuant to the Agreement may be considered price sensitive in relation to any public company member of the Haier group of companies.

12.5 In relation to Confidential Information, the receiving party understands that the receiving party itself, any of its directors, officers and employees as well as any of its representatives may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions which may affect those subject's ability to acquire or sell stocks or rights to stocks during such times as they are considered to have inside information regarding any member of the Haier group of companies. The receiving party is responsible for ensuring compliance with any applicable restrictions.

13. Data Protection

13.1 The parties agree to comply with all Applicable Data Protection Laws.

13.2 Unless the Order Form expressly states that Haier shall deliver the Goods directly to end consumer, on a dropship basis, the parties agree and acknowledge that it is not intended that any Personal Data will be shared by the parties.

13.3 If the Order Form expressly states that Haier shall deliver the Goods directly to the end consumer, on a dropship basis, the parties shall enter into an appropriate data processing agreement for such processing of Personal Data.

14. Notices

14.1 Any notice given to a party under or in connection with the Agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to the following addresses (or an address substituted in writing by the parties to be served:

Haier: UKLegal@haier-europe.com

Customer: as set out in the Customer Application Form

14.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

14.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15. General

15.1 Haier may perform any of its obligations or exercise any of its rights hereunder by itself or through any of its Group Companies, provided that any act or omission of any such other party shall be deemed to be the act or omission of Haier.

15.2 No waiver or forbearance by Haier whether express or implied in enforcing any of its rights under the Agreement shall prejudice its rights to do so in the future.

15.3 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement without the prior without consent of Haier.

15.4 The Agreement constitutes the entire agreement between the parties and supersedes any previous agreement of oral assurances.

15.5 Haier shall be entitled to make changes to the General Terms as required to reflect changes in law or to meet regulatory requirements, or to reflect operational changes to the way in which the Goods are manufactured or are delivered. In such circumstances Haier will provide the Customer with reasonable prior notice of the change (save where it is unable to do so in respect of a change in law). The Order Form shall have the latest version of the General Terms appended to it and the Customer hereby acknowledges that it will be that version of the General Terms that forms part of the Agreement and that applies to the Order.

15.6 Save for changes made to the General Terms under clause 14.5, no variation of the Agreement shall be effective unless it is in writing and signed by the parties

15.7 The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, save that Haier's Group Companies shall be entitled to enforce the Agreement or any part thereof.

15.8 In the event that any provision of these conditions is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the remaining provisions of these conditions shall remain in full force and effect.

16. Governing Law and Jurisdiction

16.1 The Agreement shall be governed construed by and interpreted in accordance with the laws of England and Wales.

16.2 Each party agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute of claim arising out of or in connection with the Agreement or its subject matter or formation.

Schedule 1 Mandatory Policies

1. Definitions and Interpretation

1.1. This Schedule 1 forms part of the Agreement.

1.2. The definitions apply contained in the Agreement shall also apply to this Schedule 1.

1.3. In the case of conflict or ambiguity between any provision contained in the body of this Schedule 1 and any provision contained in the Agreement, the provisions of this Schedule 1 will prevail.

1.4. At all times, the Customer shall: -

Social responsibility

(i) comply with all applicable health, safety and environment protection law. The Customer shall monitor and ensure compliance of any applicable health, safety and environment protection law by (i) its supply chain and (ii) any persons performing work on its behalf. The Customer shall monitor and ensure compliance with its obligations, and shall specifically declare its compliance with the principles stated in the International Labour Organization ("**ILO**") conventions.

(ii) specifically declares that it complies with applicable legal regulations concerning widely understood environmental protection, especially within the scope of obtaining required permits, providing notifications and submitting information as well as respecting limitations of use of the natural environment, including in particular those resulting from an appropriate waste management. Where requested, the Customer must provide evidence to the other of its compliance with sub-clause (a) and (b);

Anti-Laundering and Sanction

(iii) undertake on a continuing basis that it complies with any applicable anti-money laundering, financial crimes and tax evasion legislation and regulation;

(iv) represent that, neither it nor any directors, officers, any agent, affiliate or other person or employees acting on its behalf, is currently the subject or the target of restricting measures including sanctions issued by (i) the European Union or any of its member states; (ii) the Italian Ministero degli Affari Esteri e della Cooperazione Internazionale, Ministero dell'Economia e delle Finanze and Ministero dello Sviluppo Economico; (iii) the United Nations Security Council; (iv) the United Kingdom government; (v) the United States government; (vi) the respective governmental institutions and agencies of any of the foregoing including, without limitation, OFAC such as the OFAC's list of Specially Designated Nationals (SDN) and Blocked Persons, the United States Department of State, the US Department of Commerce, the US Department of the Treasury, Her Majesty's Treasury and the Department for Business, Innovation and Skills (collectively, "Sanctions"); or (vii) is located, organized or resident in a country or territory that is the subject or target of Sanctions, including, without limitation, Crimea, Cuba, Iran, North Korea, Sudan, and Syria.

(v) undertake to promptly make available to Haier on request, any relevant information reasonably required to enable it to comply with its own obligations with respect to the prevention of money laundering and terrorist financing.

Anti Bribery

(vi) declare to have in place an effective anti-bribery program in compliance with the anti-bribery legislation, (including an anti-bribery policy and training) so all its employees can (i) recognize and avoid the use of bribery by themselves and others; and (ii) be vigilant and report any suspicion of bribery via suitable channels of communication. The Customer shall also ensure that sensitive information is treated appropriately, rigorously investigate instances of alleged bribery and assist the appropriate authorities in any resultant prosecution and take firm and vigorous action against any individual(s) involved in bribery. In any case, the Customer shall inform Haier if it is subject to any investigation or inquiry by governmental bodies with respect to violations of anti-bribery laws.

Living Wage

(vii) pay its employees at least the minimum rates specified on the Living Wage website or use all reasonable endeavours to achieve such. Living Wage rates can be found at: https://www.livingwage.org.uk/what-real-living-wage

Code of Ethics

(viii) promote a healthy culture at all levels and the higher standards in line with the applicable law and best practice which, among others, shall be direct to eliminate any risk of discrimination, slavery, child labor - including but not limiting any risk of repression, mass arbitrary detention and forced labor - and human trafficking in all our supply and distribution chain;

(ix) ensure all employees, partners and contracting parties agree to conduct business in strict legal compliance and with the highest ethical standards. The Customer shall at a minimum, comply with both the Code of Ethics and the ESG Business Code of Conduct (jointly, the "Code of Ethics"), as updated from time to time, and available on our website at https://corporate.haier-europe.com/en/sustainability/sustainable-development. A breach of the Code of Ethics shall be deemed a material breach of the Agreement and will entitle Haier to terminate the Agreement in accordance with its terms.

(x) undertake to promptly make available to Haier on request, any relevant information required verify the compliance with the Code of Ethics principles;

(xi) acknowledge and agree to comply fully with the Worker Protection (Amendment of Equality Act 2010) Act 2023. This includes all obligations to prevent and address sexual harassment within the workplace, whether physical or verbal, toward all employees, contractors, and third parties associated with the performance of this contract. The parties further agree to implement appropriate policies, training, and preventative measures to ensure a safe working environment free from harassment and discrimination, including protection for employees in client and customer-facing roles. Breach of this clause may be grounds for contract termination and other legal remedies.

Schedule 2 Delayed Delivery Costs

	Daily Cost	Accumulative Cost
Day 0 (Agreed Booking)	£ -	£ -
Day 1	£ -	£ -
Day 2	£ -	£ -
Day 3	£ -	£ -
Day 4	£ -	£ -
Day 5	£ -	£ -
Day 6	£ -	£ -
Day 7	£ 250.00	£ 250.00
Day 8	£ 250.00	£ 500.00
Day 9	£ 250.00	£ 750.00
Day 10	£ 1,000.00	£ 1,750.00
Day 11	£ 250.00	£ 2,000.00
Day 12	£ 250.00	£ 2,250.00
Day 13	£ 250.00	£ 2,500.00
Day 14	£ 250.00	£ 2,750.00
Day 15	£ 250.00	£ 3,000.00
Day 16	£ 250.00	£ 3,250.00
Day 17	£ 1,000.00	£ 4,250.00
Day 18	£ 250.00	£ 4,500.00
Day 19	£ 250.00	£ 4,750.00
Day 20	£ 250.00	£ 5,000.00