

TERMS OF PURCHASE (rev June 2023)**1. Definitions**

Claim means a Product Liability Claim or an IPR Claim.

Contract means the contract for the sale of goods formed when the Supplier accepts an Order comprised of these terms, the Order, and any Framework Agreement in force between the parties.

Force Majeure means war, invasions, civil unrest, lightning, earthquake, extraordinary storms, fire, flooding and/or nuclear, chemical or biological contamination.

Goods means the Goods listed in the Order together with all relevant certificates, instructions and safety data sheets.

Group Company means a member for the time being of the RS Group plc group of companies.

Framework Agreement means any framework agreement signed by both parties.

IPR Claim means a claim arising out of any infringement or alleged infringement by any Group Company of any patent, design right, trade mark or other intellectual property right in respect of any of the Goods.

Order means the RS purchase order or purchase order amendment.

Product Liability Claim means a claim that the Goods are not safe when put to any reasonably foreseeable use.

RS means the RS entity entering into the Order as specified on the purchase order.

Schedule means a schedule incorporated into any agreement made between the parties before the date of the relevant Order.

2. Prices

The Supplier will sell the Goods to RS at the prices set out in the Order or any Schedule, or as agreed between the parties in writing from time to time. Unless otherwise agreed by both parties in writing, all prices include packaging, freight and insurance costs, delivery charges and customs dues, but exclude VAT or any other sales tax.

3. Payment

RS will pay the Supplier within sixty (60) days from the end of the month of the date of the Supplier's invoice or as agreed by the parties in writing. Payment by RS does not amount to acceptance of the Goods as in accordance with the Order.

4. Delivery, risk & title

4.1 The Supplier will deliver the Goods at the place and on the delivery date specified in the Order unless otherwise agreed by RS, and must obtain all licences required for delivery. The Goods must be delivered properly packaged and secured and in accordance with any applicable laws and agreed delivery and packaging specifications.

4.2 Delivery is at the Supplier's risk and expense. If the Goods are lost or damaged in the course of delivery, RS may notify the Supplier, and if it does so the Supplier must at its own expense promptly replace or repair the lost or damaged Goods.

4.3 Title to the Goods passes to RS on payment of their purchase price or their delivery to RS, whichever occurs first.

5. Description of the Goods

5.1 The Goods must be in accordance with the Order and any agreed product specification in terms of their quality, quantity and description. Unless otherwise agreed in any Schedule, the Goods must comply with the documentation provided, conform to any applicable national or international standard and carry all relevant certificates of inspection and testing, and all relevant instructions and safety data sheets.

5.2 The Supplier will identify any limitation on RS's ability to sell the Goods globally or export the Goods, will notify RS of any such limitation of which the Supplier becomes aware and will provide to RS on request the export control classification number (if applicable), any mandatory approvals, certifications and marking for every relevant jurisdiction.

5.3 In addition to its other legal remedies, RS is entitled to reject any delivery that is not in accordance with clause 5.1 above.

6. Quality of the Goods

6.1 The Goods must be fit for their purpose. If there is any special purpose agreed in writing between the parties, then the Goods will be fit for that special purpose.

6.2 In addition to any terms as to quality that are implied by law, the Supplier warrants that the Goods are in factory new condition, are of satisfactory quality, are free from defects in materials, design and workmanship, that any safety data sheets provided are in accordance with best practice, and that they are safe when put to reasonable use and comply with all marketing information, data sheets and other information provided by the Supplier.

7. Warranty period

7.1 If any breach of any warranty in clause 6 is discovered within twelve months from the date of delivery to the RS customer (or such other period as may be specified in any Schedule), RS may give notice in writing to the Supplier and return the defective Goods to the Supplier at the Supplier's risk and expense. The Supplier must credit the purchase price and all delivery costs to RS within one month after the notice.

7.2 This clause 7 does not limit any other right or remedy which RS may have in law in respect of the defective Goods.

8. Product Liability Claims

8.1 The Supplier will ensure that the Goods are designed and manufactured so that they are safe when put to any reasonably foreseeable use, and will provide RS with adequate safety data sheets.

8.2 The Supplier will keep each Group Company fully and effectively indemnified from and against any and all liabilities, proceedings, costs (including without limitation legal costs), damages, losses or expenses caused by or in any way connected with any and all Product Liability Claims in respect of the Goods including without limitation the costs associated with repair or replacement of Goods and will refund to RS the price paid for any such Goods, subject to clause 11 below.

8.3 If a Product Liability Claim is made against any Group Company in respect of any of the Goods, the Supplier agrees to notify RS of the name and address of its own supplier.

9. Product recalls

9.1 If RS:

9.1.1 becomes aware of a defect in the Goods or any failure of the Goods to conform to the Order, these terms of purchase or any agreed product specification; or

9.1.2 becomes aware of or is the subject of a request, court order or other directive of a governmental or regulatory authority to withdraw any of the Goods from the market,

then RS or any Group Company may recall Goods of the same description as the defective or non-compliant item and any related Goods. RS will give notice to the Supplier if it or a Group Company proposes to make any recall. RS will consult with the Supplier regarding the most appropriate action but RS is not obliged to delay a product recall to meet the Supplier's requirements.

9.2 The Supplier will reimburse to RS on demand all reasonable costs incurred by any Group Company in relation to a product recall and will refund to RS or the relevant Group Company the price paid for such Goods.

10. Intellectual Property Rights

10.1 Every Group Company may use the Supplier's (and any third party manufacturer's) trade marks, get-up, logos, images of the Goods, descriptions, data and all materials provided by the Supplier to RS in connection with the Goods in any Group Company catalogue or other promotional material in any printed or electronic form, anywhere in the world on any medium whether now known or invented after the date of this Contract and without additional payment, provided that it complies with the Supplier's (and any manufacturer's) reasonable written instructions from time to time in relation to the use of the trade marks, get-up and logos. This licence will endure for the lifetime of the Group Company catalogues and promotional material referred to above (whether hard copy, electronic, online or any format whatsoever) notwithstanding termination of the Contract.

10.2 Supplier will not use trade marks owned by RS without prior written consent from RS.

10.3 The Supplier warrants and undertakes that it has the right to supply the Goods and grant the rights described in clause 10.1 and will keep each Group Company fully and effectively indemnified from and against any and all liabilities, proceedings, costs (including without limitation legal costs), damages, losses or expenses caused by or in any way connected with any and all IPR Claims, subject to clause 11 below.

11. Terms relating to indemnities

11.1 No indemnity is intended to limit any other right or remedy which any Group Company may have in law in respect of the Goods affected by the Claim.

12. Applicable Laws, Anti-Bribery & Anti-Slavery

12.1 Supplier shall (and shall procure that persons associated with it or other persons who are providing goods or services in connection with this agreement shall) comply with:

(a) all applicable laws, statutes, regulations from time to time in force; and

(b) all applicable laws relating to anti-bribery and anti-corruption, including, but not limited to, the Bribery Act 2010 (the **Relevant Requirements**) and shall: (i) not (directly or indirectly) induce any employee, agent or subcontractor of RS to make any concession to or confer any benefit on the Supplier, refrain or withhold from doing any act, in return for any gift, money, or other inducement; (ii) not do or omit to do any act that will cause or lead RS to be in breach of any of the Relevant Requirements; (iii) promptly report to RS any request for undue financial or other advantage of any kind received by Supplier in connection with the performance of this agreement; and (iv) have and maintain in place throughout the term of this agreement its own policies and procedures, including, but not limited to, adequate procedures to ensure compliance with the Relevant Requirements and shall promptly supply copies of the same on request.

12.2 Supplier is informed that financial restrictions on gifts and entertainment are contained in RS's Anti-Bribery Policy and further details are available on request.

12.3 Supplier (i) represents and warrants that it (and any other person in its supply chain) has not and will not use trafficked, bonded, child or forced labour (or has not attempted nor will attempt to do so), and (ii) agrees that it shall (and shall procure that any other person its supply chain shall) comply with all applicable laws relating to slavery and human trafficking including the Modern Slavery Act 2015.

12.4 Supplier shall notify RS as soon as it becomes aware of any actual or suspected breach of clause 12.3, and on request, provide written evidence of, and RS shall be entitled to audit, the Supplier's compliance with its obligations under this clause 12.

12.5 Any breach of this clause 12 shall be a material breach of this agreement which is incapable of remedy and for which RS may terminate with immediate effect. On termination RS may return to Supplier for a refund at Supplier's expense, any Goods supplied by Supplier in connection with this agreement.

13. General

13.1 Without limiting any other right or remedy, RS may terminate any or all Contracts and / or any Framework Agreement by notice in writing to the Supplier if the Supplier takes or suffers any action as a result of its insolvency.

13.2 If the Supplier does not comply with these terms RS may terminate any or all Contracts and / or any Framework Agreement by notice in writing without liability and without affecting its other rights and remedies against the Supplier.

13.3 The Supplier will not be liable for any delay in delivery to RS (not exceeding a period of 1 month) caused by Force Majeure provided that the Supplier promptly notifies RS of any Force Majeure and uses its best endeavours to bring the Force Majeure to an end as soon as possible.

13.4 No variation to these terms is effective unless expressly accepted in writing between both parties.

13.5 All notices under these terms must be sent by first class recorded delivery post or by courier to the address on the Order unless a different address has been given for that purpose. A notice sent by post or courier will be effective on the seventh day after it is sent.

13.6 The Contract contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between them whether oral or in writing.

13.7 Any Framework Agreement and each Contract is governed by English law and the parties submit to the non- exclusive jurisdiction of the English Courts, but RS may enforce a Contract in any court of competent jurisdiction.