

## TERMS OF PURCHASE (rev July 2025)

### 1. Definitions

**Claim** means a Product Liability Claim or an IPR Claim.

**Contract** means either: (i) the contract comprised of these terms of purchase and the Order, or (ii) any Purchasing Agreement.

**Export Documentation** means the ECCN codes, HS codes, country of origin information and any other export compliance information or documentation that may be required.

**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.

**Group Company** means a member of the RS Group plc group of companies, from time to time.

**In-Scope Markets** means all markets globally, other than those notified to RS by Supplier in accordance with clause 5.1.

**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 purchase order between RS and Supplier for the purchase of Goods.

**Purchasing Agreement** means a purchasing agreement or general framework agreement already in force between RS and the Supplier to which these terms of purchase shall apply except where the Parties have expressly agreed otherwise.

**Product Liability Claim** means a claim that the Goods (i) are not safe when put to any reasonably foreseeable use; or (ii) are not permitted for sale in a country.

**Required** means required by national and international laws and standards in order to market and sell the Goods in all In-Scope Markets.

**RS** means the RS entity entering into the Order (as specified on that Order).

**Specification** means a document, whether in digital or physical form, that provides the technical specification and attributes relating to the Goods and which is either (i) originally issued by the Supplier or (ii) approved by the Supplier following any amendments made by RS.

**Supplier** means the supplier entity entering into the Order (as specified on that Order).

**2. Contract.** The Order constitutes an offer by RS. The Supplier will be deemed to accept if it delivers any Goods. Acceptance of the Order will bind the Supplier to the terms of the Contract.

### 3. Price and Payment.

**3.1** The Supplier will sell the Goods to RS at the prices set out in the Order (unless otherwise agreed by the parties in writing from time to time, including as part of a Purchasing Agreement). Unless otherwise agreed by both parties in writing, all prices include packaging, freight and insurance costs, delivery charges and customs due, but exclude VAT or any other sales tax.

**3.2** RS will pay the Supplier within sixty (60) days from the end of the month in which the Supplier's invoice is received (unless otherwise agreed by the parties in writing including as part of a Purchasing Agreement). Payment by RS does not amount to acceptance of the Goods as being 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. In addition to its other rights and remedies, RS is entitled to reject any delivery that is not in accordance with this clause.

**4.2** Delivery is at the Supplier's risk and expense and risk to the Goods passes to RS upon completion of delivery. 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 completion of their delivery to RS, whichever occurs first.

### 5. Global Sales

**5.1** The Supplier acknowledges that RS (together with its Group Companies) is a global distributor. Accordingly, the Supplier will identify in writing to RS: (i) any limitation on RS' ability to sell or export the Goods globally (including in relation to limitations as a result of instructions, labels or safety data sheets), and (ii) any restrictions on the use of the Goods, and will notify RS in writing of any such future limitation or restriction.

**5.2** The Supplier shall provide RS with all Required information and data, including but not limited to: (i) all Required certificates of inspection and testing; (ii) all Required instructions and labels; (iii) all Required safety data sheets; and (iv) all Required certificates or documents of conformity. Where available, the Supplier shall also provide details of any authorised representative of the Supplier in the EU.

### 6. Goods

**6.1** The Goods must comply with: (a) the Order; (b) their Specification; (c) all applicable national or international laws; (d) all applicable technical standards; (e) all documents provided under clause 5.2; and (f) all marketing information and any documentation accompanying the Goods.

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

**6.3** In addition to any terms as to quality that are implied by law, the Supplier warrants that the Goods are in factory new condition, of satisfactory quality, free from defects in materials, design and workmanship, and that they are designed and manufactured so that they are safe when put to any reasonable use.

### 7. Warranty Period & Remedies

**7.1** If any breach of clause is discovered within twelve (12) months from the date of delivery to the RS customer (or such longer period as may be indicated by the Supplier or agreed between the Parties, including as part of a Purchasing Agreement, RS may notify the Supplier in writing. The Supplier must, at RS' discretion, promptly replace the Goods or credit the purchase price and all delivery costs to RS within one (1) month after the notice. Any return of defective products shall be at the Supplier's risk and expense.

**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 Recalls

**8.1** If RS:

**8.1.1** 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 Specification; or

**8.1.2** 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.

**8.2** 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 by RS or its Group Company's customers for such Goods.

## **9. Intellectual Property Rights**

**9.1** 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 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 promotional material referred to above (whether hard copy, electronic, online or any format whatsoever) notwithstanding termination of the Contract.

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

**9.3** The Supplier warrants and undertakes that it has the right to supply the Goods and grant the rights described in clause 9.1.

**9.4** The Supplier warrants that the information contained in the Specification is accurate, complete, and up to date. The Supplier shall be held fully accountable for the content of all Specifications, and any discrepancies, omissions, or inaccuracies may constitute a breach of the Contract.

## **10. Indemnities**

**10.1** Subject to clause 10.2 below, the Supplier will defend, keep fully and effectively indemnified and hold harmless each Group Company from and against any and all liabilities, proceedings, costs (including without limitation legal costs and the costs associated with the repair or replacement of Goods), damages, losses or expenses arising out of or in any way connected with any and all (i) Claims or (ii) breaches of clause 6 or 11.

**10.2** No indemnity is intended to limit any other right or remedy which any Group Company may have in respect of the Goods affected by the Claim. 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 (if any).

## **11. Applicable Laws, Anti-Bribery & Anti-Slavery**

**11.1** Supplier shall, at its own expense, obtain and maintain, throughout the term of the Contract, insurance coverage sufficient to cover its liabilities under the Contract and, at a minimum at the levels agreed with RS during the supplier on-boarding process. Failure to maintain the required insurance coverage shall be deemed a material breach of the Contract.

**11.2** Supplier warrants that it shall (and shall procure that persons associated with it or other persons who are providing Goods in connection with this Contract shall) comply with: (a) all applicable laws, statutes, regulations and international agreements from time to time in force, including but not limited to those relating to export controls, trade sanctions, customers compliance and import/export documentation and enforced by the European Union (EU), the United Kingdom, the United States of America and any other relevant jurisdiction; (b) all applicable sanctions laws and regulations, including but not limited to those imposed or administered by the European Union (EU) and the United Nations (UN) and, unless legally authorised by the appropriate authority and disclosed to RS, shall not supply Goods originating from or transiting through embargoed regions (including but not limited to Russia, Belarus, Iran, North Korea, Crimea, Donetsk and Luhansk); and (c) all applicable laws relating to anti-bribery and anti-corruption, including, but not limited to, the Bribery Act 2010 (the Relevant Requirements).

**11.3** Supplier shall: (a) obtain and maintain any required export licences for controlled items, including dual-use, military-grade, or cryptographic components; (b) ensure it has complete and accurate Export Documentation; (c) promptly make any such Export Documentation available to RS on request; and (d) maintain traceability records and exercise due diligence across its supply chain to prevent breaches of this clause 11 by persons associated with it.

**11.4** 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.

**11.5** Supplier (a) 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 (b) 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, but not limited to, the Modern Slavery Act 2015.

**11.6** Supplier shall notify RS as soon as it becomes aware of any actual or suspected breach of clause 11.5, and on request, provide written evidence of, and RS shall be entitled to audit, the Supplier's compliance with its obligations under this clause 11.

**11.7** Any breach of this clause 11 shall be a material breach of this Contract 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 Contract.

## **12. General**

**12.1** Supplier shall be responsible for the acts or omissions of subcontractors used to fulfil any of its obligations under or in connection with any Contract.

**12.2** Without limiting any other right or remedy, RS may terminate any or all Contracts by notice in writing to the Supplier if the Supplier takes or suffers any action as a result of its insolvency (or equivalent in its local jurisdiction).

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

**12.4** The Supplier will not be liable for any delay in delivery to RS (not exceeding a period of one (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.

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

**12.6** 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, with a copy to [legalnotices@rs.rsgroup.com](mailto:legalnotices@rs.rsgroup.com). A notice sent by post or courier will be effective on the seventh day after it is sent.

**12.7** RS may assign the benefit of these terms and conditions (including any Order or Contract) to any other Group Company. If the Supplier continues to trade with RS (or any Group Company) after receiving notification that these terms and conditions (including any Order or Contract) have been novated to another Group Company, Supplier shall be deemed to have agreed to such novation.

**12.8** 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.

**12.9** 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.