

## Haier Smart Home UK&I Ltd

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 (hereinafter referred to as the (“The Company”)).

And

INSERT a company duly organised and existing under the laws of England and Wales having its registered office in INSERT ADDRESS, Company Number INSERT (hereinafter referred to as the (“The Buyer”), (“Customer”)

### **General Terms and Conditions of Sale**

#### **1. General**

a) Haier Smart Home UK&I Ltd (“The Company”) offer to supply goods (“the Goods”) subject to the Conditions of Sale set out below. These Conditions of Sale 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 buyer (“the Buyer”) to the Company (which conditions, stipulations and reservations shall be of no effect”).

b) All orders for Goods shall be deemed to be an offer by the Buyer to purchase the Goods subject to the Conditions of Sale. A contract will only be formed when the Company despatches goods to the Buyer.

#### **2. Terms of Payment**

Payment is 30 days from the date of invoice unless specially agreed in writing with the Company. Payment details can be located at Schedule 1.

If the Customer fails to make any payment due to the Company under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above Bank of England base rate from time to time. 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.

If the Customer fails to make any payment due to the Company under the contract, then the Company has the right to suspend any further deliveries to the Customer until all outstanding balances have been paid in full cleared funds.

Where any invoices are disputed by the Customer details of the invoice and the reasons for the dispute must be communicated in writing to the Company in no more than 7 days from the date of invoice. The Company shall consider the merits of such disputed invoice claim however any amount not under dispute must be paid in accordance with the agreed payment terms and notwithstanding this requirement the Company reserves the right to suspend any further deliveries pending resolution.

#### **3. Price**

a) The Buyer may not withhold payment of any invoice or other amount due to the Company by reason of any right of set off or counterclaim, which the Buyer may have or allege to have, or for any reason whatever.

b) Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at the rate of 8% over Bank of England base rate from time to time in force and shall accrue at such a rate after as well as before Judgement.

c) If the Buyer fails to make payment by the due date all costs and expenses incurred by the Company in recovery of the outstanding sum shall be recoverable from the Buyer 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 Buyer.

#### **4. Delivery**

The Company 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 Company reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any).

(b) The Company shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Company notifies the Customer that the Goods are ready.

(c) Delivery is completed on the completion of unloading of the Goods at the Delivery Location.

#### **5. Buyer's obligations**

As all times, the Buyer shall ensure: -

(a) Social responsibility

(i) The Party agrees to inform, disclose, monitor and ensure compliance of the health, safety and environment protection law within their organizations, the supply chain and with any persons performing work on its behalf, and specifically declare the compliance with the principles stated in the International Labour Organization ("ILO") conventions.

(ii) The Party 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.

(b) Anti-Laundering and Sanction

(i) The Party undertakes on a continuing basis that it shall comply with the anti-money laundering, financial crimes and tax evasion legislation and regulation.

(iii) The Party represents that, neither the Party nor any directors, officers, any agent, affiliate or other person or employees acting on behalf of the Party, is currently the subject or the target of restricting measures including sanctions issued by the European Union or any of its member states; the Italian Ministero degli Affari Esteri e della Cooperazione Internazionale, Ministero dell'Economia e delle Finanze and Ministero dello Sviluppo Economico; the United Nations Security Council; the United Kingdom government; the United States government; 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"); nor is the Party 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.

- (iii) The Party undertakes to make available to Company any relevant information reasonably required to enable Company to comply with its obligations with respect to the prevention of money laundering and terrorist financing.

(c) Anti Bribery

- (i) The Party declares 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 the employees can recognize and avoid the use of bribery by themselves and others, be vigilant and report any suspicion of bribery via suitable channels of communication. The Party 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 Party shall inform the Company if it incurs in any investigation or inquiry by governmental bodies with respect to violations of anti-bribery laws.

(d) Living Wage

Haier Smart Home UK&I Ltd is now an accredited Living Wage Employer. As such we have committed to pay the Real Living Wage, by signing this agreement you acknowledge that the rate of pay to your employees is at the minimum of the rates specified on the Living Wage website or that you are endeavouring to achieve such: <https://www.livingwage.org.uk/what-real-living-wage>

## **6. Claims**

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

## **7. Delay/Failure to Supply**

a) Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any delay in delivery of the Goods, however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Company in writing. The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

b) If the Buyer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Company's fault) then, without prejudice to any other right or remedy available to the Company, the Company may store the goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage.

c) The Company shall not be liable for any failure to supply caused by, due to or resulting from (whether directly or indirectly) act of God, force majeure, war or hostilities, invasion, riot, civil commotion, military or usurped power, order, regulations, direction or legislation by Government or

other authority, strikes, lock-outs of workmen or other industrial action, fire, accident, breakdown of machinery, shortages of labour or equipment, bad weather or any other cause or circumstances whatsoever beyond the Company's control.

## **8. Warranties and Liabilities**

a) The Company warrants that the Goods which are supplied will at the time of delivery correspond to the description which was given to the Buyer however all other warranties which are implied under the general law will be excluded.

b) If the Goods are in such a state as would but for this condition entitle the Buyer to repudiate the contract and or claim damages from the Company, the Company reserves the right to repair or replace the Goods.

c) The Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damages, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's approval.

d) The Company shall be under 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.

(e) Nothing in these Conditions shall limit or exclude the Company's liability for:

(i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

(ii) fraud or fraudulent misrepresentation;

(iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979

## **9. Title**

a) The risk in the goods shall pass from the Company to the Buyer upon delivery of such goods to the Buyer. However notwithstanding delivery, the title in the Goods shall not pass to the Buyer until the price of the Goods and all other money owing to the Company by the Buyer in respect of other Goods supplied has been paid in full. This does not affect any other rights of the Company.

b) Until the title in the Goods shall have passed:

i) The Buyer shall hold the Goods as fiduciary agent and bailee for and to the order of the Company 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 the Company's Goods but shall be entitled to resell or use the Goods in the ordinary course of its business and

ii) The Company may at any time recover possession of the Goods and may for that purpose enter upon any premises at which they are stored.

iii) The Buyer 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 the Company but if the Buyer does so all monies owing by the Buyer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

iv) If the Buyer sells the Goods the Company may be written demand require the Buyer to assign to the Company the Buyer's right to recover the price from its purchasers the Buyer shall not assign to any other person any rights arising from a sale of the Goods without the Company's written consent.

## **10. Representations**

a) The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing. In entering into the contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.

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

## **11. Insolvency**

If the Buyer:

a) Being a Company

- i. Has a petition present for its winding up; or
- ii. passes a resolution for voluntary winding-up (other than for the purpose of a bona fide amalgamation or reconstruction); or
- iii. enters into a voluntary arrangement with its creditors; or
- iv. becomes subject to an administration order; or
- v. has a receiver appointed over all or any of its assets; or

b) Being an individual or firm

- i. Becomes bankrupt or insolvent; or
- ii. Enters into a voluntary arrangement with creditors

Then the Company shall be entitled to treat the contract as being at an end or suspend any further deliveries under the contract. If the Goods have been delivered but not paid for, the price shall become due immediately regardless of any previous agreement to the contrary.

## **12. Exclusion of Consequential Loss**

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

- i. loss of profits
- ii. loss of contracts
- iii. damage to property of the Buyer or anyone else and
- iv. personal injury to the Buyer or anyone else (except so far as such injury is attributable to the Company's negligence).

b) Without prejudice to the generality of clause 12 (a) above in no circumstances shall the aggregate amount of damages payable by the Company to the Buyer in respect of the Goods exceed the price of the Goods.

c) It shall be the duty of the Buyer to take out and thereafter maintain a policy of insurance against such consequential or indirect loss and to hold the Company harmless therefore.

### **13. Severance**

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.

### **14. Orders and Specifications**

The Company reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EU requirements or, where the Goods are to be supplied to the Company's specification, which do not materially affect their quality or performance.

### **15. Confidentiality**

(a) Each party undertakes that it shall not at any time during this agreement, and for a period of two years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or Companies of the other party or of any member of the group to which the other party belongs, except as permitted by Clause 15.2(b) For the purposes of this clause, **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

(b) Each party may disclose the other party's confidential information:

(i) 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 this 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 15; and

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

(c) 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 this agreement.

(d) The Receiving Party acknowledges that any Confidential Information disclosed by the Disclosing Party pursuant to this Agreement may be considered price sensitive in relation to any public company member of the Haier group of companies.

(e) 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 Representative 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.

### **16. Code of Ethics**

The Company is committed to 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's trafficking in all our supply and distribution chain.

The Company expects all employees, partners and contracting parties to agree to conduct business in strict legal compliance and with the highest ethical standards. By entering into the Agreement, the Buyer agrees to comply with both Code of Ethics and 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 the Company to terminate this Agreement forthwith.

The Company Europe is entitled to request information from the Buyer to inspect and audit pertinent books and records with the scope to verify the compliance with the Code of Ethics principles. In such cases, the Buyer agrees to use its best endeavors to promptly provide the information available thereto.

#### **17. Data Protection**

Unless the Company is appointed as a Direct Despatch Company, the parties agree and acknowledge that it is not intended that the Company will be Processing any personal data of the Buyer's Customers (where processing and Personal Data have the meanings as defined in the General Data Protection Regulations) for or on behalf of the Buyer pursuant to or in connection with the Contract. Notwithstanding the foregoing, in the event that any Customer Personal Data is obtained by the Company (directly or indirectly), then the Company warrant and undertake that it will comply with all applicable requirements of the General Data Protection Regulations.

Parties, with reference to the data subject to the discipline set forth by the European Regulation no. 679/2016 on the protection of personal data ("**GDPR**"), mutually acknowledge their respective privacy policies, in accordance with the provisions therein.

The parties also undertake to scrupulously comply with all the provisions, as well as to fulfill all the procedural obligations, provided for by the applicable legislation.

#### **18. Notices**

(a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be 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);

(b) Any notice shall be deemed to have been received:

(i) if delivered by hand, on signature of a delivery receipt;

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

(c) 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.

(d) A notice given under this agreement is not valid if sent by email.

## **19. General**

a) The Company may perform any of its obligations or exercise any of its rights hereunder by itself or through any member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Company.

b) No waiver or forbearance by the Company whether express or implied in enforcing any of its rights under the conditions shall prejudice its rights to do so in the future.

(c) This Agreement may not be assigned or otherwise transferred, nor may any right or obligation hereunder be assigned or transferred by the Supplier without the consent of the Company. The Company may terminate this Agreement with immediate effect if ownership or control over the Supplier passes to a party that is competitor to the Company and/or other companies of Haier Group worldwide or in any case the new ownership is not acceptable to the Company.

The Party shall promptly notify in writing any change of the ownership to the Company. Failure to notify such change entitles the Company to terminate the Agreement with immediate effect.

(d) 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 Contract without the prior consent of the Company.

(e) No one other than a party to this Contract shall have any right to enforce any of its terms.

(f) This contract constitutes the entire agreement between the parties and supersedes any previous agreement of oral assurances.

(g) No variation of this Contract shall be effective unless it is in writing and signed by the parties

(h) This contract 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 Company's group companies shall be entitled to enforce this agreement or any part thereof.

## **20. Governing Law and Jurisdiction**

These conditions shall be governed construed by and interpreted in accordance with the laws of England and Wales.

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 this Contract or its subject matter or formation.



**Signed for and behalf of** Haier Smart Home UK&I Ltd

.....

Name .....

Title .....

Date

**Signed for and on behalf of** [Customer Name]

.....

Name .....

Title .....

Date

## Schedule 1 – Payment Details

### Payments

#### Pricing validation:

Haier Smart Home UK&I Ltd will issue pricing on a yearly basis or as appropriate. This will be presented by Haier Smart Home UK&I Ltd Employee or authorized sales agency.

#### Payment in GBP Currency

**Bank Name:**

**Bank Address:**

**Bank Sort Code:**

**Bank Account No:**

**Swift address:**

**IBAN:**

#### Payment in Euro Currency

**Bank Sort Code:**

**Bank Account No:**

**Swift address:**

**IBAN:**