

VDEPOT LIMITED

TERMS AND CONDITIONS

These Conditions set out the terms and conditions upon which the Company will provide the Services to each of its Customers.

These Conditions will apply to the Contract between the Company and the Customer to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

The parties shall be entitled to vary these terms where the Company proposes to do so in writing and the changes are then accepted and/or approved by an authorised person on behalf of the Customer, before such variations take effect.

IMPORTANT NOTE – BY ACCEPTING THESE TERMS AND CONDITIONS YOU CONFIRM THAT YOU ARE AUTHORISED TO ENTER INTO CONTRACTS WITH THE COMPANY ON BEHALF OF THE CUSTOMER

1. BASIS OF CONTRACT

- 1.1. By agreeing to these Conditions, the Customer is offering to purchase Services from the Company in accordance with these Conditions (“Offer”).
- 1.2. The Customer’s Offer shall only be deemed to be accepted by Company when the Company either:
 - 1.2.1. issues written acceptance; or
 - 1.2.2. if no written acceptance is issued, when the Company commences the provision of the Services,at which point and on which date the Contract shall come into existence.
- 1.3. The Company reserves the right to reject any Offer in its absolute discretion for any reason whatsoever.

2. THE COMPANY’S OBLIGATIONS

- 2.1. The Company will provide its services with reasonable skill and care. In the absence of prior written instruction to the Company giving sufficient detail, no particular precautions nor any special treatment need be taken or provided for the Goods.
- 2.2. In the case of bulk Goods, the Company may deal with and/or mix apparently similar goods consigned by or for the Customer without distinguishing between consignments.
- 2.3. The Company’s responsibility for the Goods starts when the Goods are accepted into store by the Company and ends when either:
 - 2.3.1. subject to Condition 2.4, the Goods are tendered for collection (whether by the Customer, the Customer’s representative or a courier engaged by the Company);
 - 2.3.2. the Company becomes aware of grounds for the removal of the Goods under Condition 11; or
 - 2.3.3. the Contract in respect of those Goods is terminated in accordance with these Conditions.
- 2.4. Where the Company engages a sub-contractor to deliver the Goods to the End-User on behalf of the Customer, the sub-contractor shall assume all liability for the delivery of those Goods in transit. In the event that a courier engaged by the Company fails to deliver the Goods or otherwise provide the services contracted to provide, the Company shall use reasonable endeavours to procure that the Customer is compensated such any losses it incurs (except where such losses are a result of the fault or negligence of the Customer).
- 2.5. The Company shall use all reasonable endeavours to meet any performance dates requested by the Customer and/or the End User but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

- 2.6. The Company reserves the right to amend the provision of the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.
- 2.7. The Company's duty is to the Customer only and not to any third party. Any advice given is for the Customer only.
- 2.8. Unless it states otherwise in writing, where the Company provides forwarding services it operates as the Customer's agent in engaging contractors to deal with the Goods.
- 2.9. For the purposes of the Fulfilment House Due Diligence Scheme and other matters relating to tax, excise, customs or duties, the Company acts as the direct representative of the Customer unless otherwise agreed in writing.
- 2.10. Except to the extent stipulated by the contract between the parties, the Company shall not be required to have any particular resource or configuration of security or surveillance devices on or around its premises. Cameras and other surveillance devices are for the purposes of record keeping only and the Company shall not be required to have them contemporaneously or regularly monitored.
- 2.11. Except to the extent expressly agreed between the parties, the Company is not responsible for stock rotation or consolidation in respect of Goods, and it is for the Customer to request specific action in writing and to pay the Company's charges for it.

3. CUSTOMER'S UNDERTAKINGS

- 3.1. The Customer warrants and undertakes to the Company that:
 - 3.1.1. it is either the owner of the Goods, or is authorised by the owner to accept these Conditions on the owner's behalf;
 - 3.1.2. it shall present the Goods and any Goods Transport Unit to the Company (and/or anyone else dealing with them) securely and properly packed in accordance with any applicable statutory obligations, recognised standards and best practice;
 - 3.1.3. it shall ensure the Goods and any Goods Transport Unit are, at the time of being collected, in a condition to be safely handled, stored and/or carried;
 - 3.1.4. it shall ensure that the Goods and any Goods Transport Unit will not cause injury, damage, contamination or deterioration (or the possibility of any of these) to any person, premises, equipment or any other items;
 - 3.1.5. ensure that the Goods and any Goods Transport Unit are presented and available for collection at the time for collection agreed between the Customer and the Company;
 - 3.1.6. before the Company assumes any responsibility for or by reference to the Goods, it shall inform the Company in writing of any relevant matters; including (but not limited to) any special precautions necessitated by the nature, weight or condition of the Goods and any statutory or other duties specific to the Goods with which the Company or others may need to comply; and will promptly after invoicing pay the Company's reasonable extra charges for complying;
 - 3.1.7. the Goods will be delivered to the Company, and will remain in a condition where they can be safely handled, stored or carried by the Company and the carrier of any despatch by the Company; and safely handled, stored or used by the consignee;
 - 3.1.8. it shall provide a risk assessment and/or method statement appropriate for handling the Goods. Where the Company is carrying the Goods, then unless otherwise previously agreed in writing the Customer will provide suitable facilities, equipment and methods for, and will procure, safe and prompt loading and unloading of the Goods at, any location not occupied by the Company in which they are being handled;
 - 3.1.9. it shall comply with any reasonable requirements of the Company relating to handling, packing, carriage, storage or forwarding of Goods (and ancillary matters) which are

notified in writing from time to time;

- 3.1.10. information given by or on its behalf shall be timely, correct and complete. The Customer shall provide promptly any documentation, instructions or information which is relevant to the Goods, to any interest in them, to any services provided or to be provided by the Company, or to any actual or anticipated obligation of the Company related to either the Goods or the Customer. It will do so when, and in a format, reasonably requested by or on behalf of the Company; and in any case promptly on its own initiative when it becomes aware of any such thing material to the interests of the Company;
 - 3.1.11. it shall be responsible for instructing the Company in writing on the order of stock removals and other specific action and the Company shall be entitled to charge for such work; and
 - 3.1.12. it shall not, without the prior written consent of the Company, consign Goods to the Company (or procure it) in circumstances where the Company may be held or deemed to have placed them on the market for the purposes of the General Product Safety Regulations 2005 or equivalent legislation.
- 3.2. The Company reserves the right, in its absolute discretion, to refuse to accept any Goods or to increase its charges for the Services where the Goods:
 - 3.2.1. are hazardous or contaminated;
 - 3.2.2. may cause pollution of the environment or harm to human health (including if they would do so if they escaped from their packaging);
 - 3.2.3. require any official consent or licence to handle, possess, deal with or carry; or
 - 3.2.4. will (or may) at any time whilst in the care or control of the Company constitute Waste.
 - 3.3. The Company will, at all times, comply with all applicable laws affecting the manufacture, sale, packaging, labelling and transportation of the Goods and will obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start, to the extent applicable to the provision of the Services.
 - 3.4. The Customer will, where the Goods are being imported into the UK or exported from the UK, be solely responsible and liable for ensuring that the Goods are imported and/or exported with a minimum of delay and that all necessary documents and formalities in connection with such import and/or export are completed properly and efficiently.
 - 3.5. The Customer will indemnify the Company against any loss or damage it suffers as a result of:
 - 3.5.1. carrying out the Customer's instructions or which is related to any breach of the Customer's obligations;
 - 3.5.2. any failure by the Customer to comply with its obligations under Condition 3.4 above;
 - 3.5.3. the Customer's insolvency, or complying with the instructions of a competent authority in respect of the Goods, or which arises from the application of general average; and
 - 3.5.4. all duties, taxes, excise, customs and any other expenses that the Company has paid or may be required to pay in respect of the Goods; including where the liability to pay them is triggered by the fault, act or omission of the Company or its employees or sub-contractors, and

will pay all costs and expenses (including professional fees) incurred in, and the Company's reasonable charges for, dealing with any such breach and its consequences. The Customer will pay an extra charge equal to the amount of any fine or penalty payable by the Company wholly or partly as a result of a breach by the Customer. If the Company suspects a breach

of Condition 3, it may refuse to accept the Goods, demand their immediate removal, or itself arrange their removal without notice, at the Customer's expense.

- 3.6. The Customer will promptly after invoicing reimburse all duties, taxes, levies, assessments, tariffs and expenses that the Company may be required to pay in respect of the Goods including where the liability to pay them arises due to the fault, other act or omission of the Company or its employees or sub-contractors. The Customer will pay an extra charge equal to the amount of any fine or penalty payable by the Company wholly or partly as a consequence of compliance with the instructions, or of acts or omissions of the Customer.
- 3.7. Unless otherwise agreed the Customer will be responsible for instruction the Company on the order of stock removals.

4. VDEPOT SYSTEMS

- 4.1. The Company will, subject to schedule maintenance times, use its reasonable endeavours to ensure that the Customer and its authorised representatives have access to the Company's cloud-based order and stock management system.
- 4.2. The Company will use reasonable endeavours to ensure that data is correctly displayed on the Company's system, but gives no warranty whatsoever in relation to the accuracy of such data. The Company will not be held liable for any loss, delay or other costs resulting from decisions made by the Customer on the basis of any data or report.
- 4.3. The Company takes no responsibility and will offer no refund if the Customer is unable to access or use data or reports due to the use of incompatible software.
- 4.4. The Customer must at all times ensure that if any of the Company's systems are unavailable, any data requests and resubmitted later on.

5. CHARGES AND PAYMENT

- 5.1. The charges for the Services and the basis upon which such charges are calculated will be as set out in the Company's quote to the Customer for providing the Services.
- 5.2. The Company reserves the right to increase its charges by giving the Customer:
 - 5.2.1. immediately in the case of any price increases imposed by the Company's carriers or other third party logistics suppliers; and
 - 5.2.2. 21 days' notice in all other instances.
- 5.3. Unless otherwise agreed in writing, the Company shall invoice the Customer periodically for the provision of the Services.
- 5.4. The Customer shall pay each invoice submitted by the Company:
 - 5.4.1. within 14 days of the date of the invoice (unless alternative payment terms have been agreed in writing by the Company);
 - 5.4.2. in full and in cleared funds to a bank account nominated in writing by the Company; and
 - 5.4.3. time for payment shall be of the essence of the Contract.
- 5.5. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of VAT chargeable from time to time. Where any taxable supply for VAT purposes is made under the Contract by the Company to the Customer, the Customer shall pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.6. Interest shall be paid on all sums overdue from the Customer to the Company at the rate of 2% for each calendar month during all or part of which such sums are overdue.
- 5.7. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by

law).

6. LIEN

- 6.1. The Company shall have on the Goods a particular lien as well as a general lien entitling it to retain the Goods (and any associated documentation or records) as security for payment of all sums owed (whether due or not) from the Customer on any account, whether directly relating to the Goods or not. Where a lien secures sums payable to the Company, it shall continue to apply notwithstanding any transfer of ownership of the Goods or any change of customer.
- 6.2. Storage charges shall accrue at the Company's normal rate on any Goods detained under a lien.
- 6.3. Where the Customer fails to make any payment due to the Company when due or otherwise breaches these Conditions:
 - 6.3.1. the Company may, without prejudice to its other rights and remedies against the Customer, suspend activity and/or notify the Customer in writing that the Goods may be or are being sold or otherwise disposed of;
 - 6.3.2. if the notice is solely because of a failure to pay the Company will allow 7 days for payment from the date of such notice before it effects sale or disposal, with no minimum notice period applying for any other breach;
 - 6.3.3. on expiry of the period, if such payment has not been made, the Company may sell or otherwise dispose of the Goods or any part of them entirely at the Customer's risk and expense, by such method and at such price (if any) as it considers appropriate;
 - 6.3.4. the Company will account to the Customer for any proceeds of sale or disposal after deduction of all expenses and amounts claimed by the Company; and
 - 6.3.5. the Company will not be liable for any alleged failure to achieve a sufficient sale price for the Goods.
- 6.4. The Company may enforce the lien in accordance with applicable law, including (but not limited to) selling all or any part of the Goods.
- 6.5. The Customer must continue to insure the Goods whilst under lien and the Company will take no additional responsibility for damage or loss other than as set out in these Conditions.

7. REMOVAL AND DISPOSAL OF GOODS

- 7.1. The Goods shall be removed by the Customer at the time agreed between the parties. Removal of Goods at the request of the Customer is subject to the availability to the Company of staff, equipment and relevant capacity without incurring additional cost or causing disruption to the Company's normal operations and subject to agreement on any charges due for such removal (including where a request for removal is made during a termination notice period). However the Company may at any time by notice in writing to the Customer require the removal of the Goods within 14 days from the date of such notice or, in the case of perishable goods, 3 days; or immediately in case of urgency.
- 7.2. Where the Customer fails to comply with Condition 7.1, or any payment from the Customer is overdue, the Company may, without prejudice to its other rights and remedies against the Customer, suspend activity and/or notify the Customer in writing that the Goods may be or are being sold or otherwise disposed of. If the notice is solely because of a failure to pay the Company will allow 14 days for payment from the date of such notice before it effects sale or disposal. If the notice is for any other reason there is no minimum period of notice and the Company shall be entitled to take any action it considers expedient to deal with perishable, deleterious or hazardous Goods or in case of urgency.
- 7.3. On expiry of this period, if payment has not been made (or if applicable the Goods have not been removed) the Company may sell or otherwise dispose of the Goods or any part at

the Customer's entire risk and expense by such method and at such price (if any) as it considers appropriate. The Company will account to the Customer for any proceeds of sale or disposal after deduction of all expenses and amounts claimed by the Company and any assignee of its invoices. The Company shall not be liable for any alleged failure to achieve a sufficient sale price for the Goods. The Company (and any person deriving title to Goods through it) shall be entitled to use under licence in connection with the disposal of Goods any copyright material or trade marks, and pass on any manufacturer's standard warranty, relating to them which would be available to an authorised retailer of the Goods.

- 7.4. Notice or action by the Company under this Condition shall not in itself terminate the contract between the parties unless the Company expressly states so.

8. INSURANCE

- 8.1. Subject to Conditions 8.2 and 8.4, the Customer shall at all times be responsible for insuring the Goods against all insurable risks to their full insurable value (including all duties and taxes) with any right for the insurer to bring a subrogated claim against the Company being excluded.
- 8.2. The Company shall, at the Customer's cost, use reasonable endeavours to obtain insurance in respect of the Goods for the duration that they are held by the Company up to the value of the Limit.
- 8.3. Unless otherwise stated it shall be £100 per tonne of Goods held by the Company on behalf of the Customer.
- 8.4. The Company will, at the Customer's request and cost, use reasonable efforts to obtain insurance for the Goods for the time that they are held by the Company up to a higher Limit.
- 8.5. If the Company, having made reasonable efforts, is unable to obtain insurance on reasonable terms to cover its liability up to the Limit or if the Customer has not reimbursed the Company for its costs in obtaining such insurance, the Customer may give 3 working days' written notice and the Limit for causes of action arising after the giving of the Customer's request in condition 8.4 shall be £100 per tonne in accordance with condition 8.3.

9. THE COMPANY'S LIABILITY FOR LOSS

- 9.1. Nothing in the Contract limits any liability which cannot legally be limited, including (but not limited to) liability for:
- 9.1.1. death or personal injury caused by negligence;
 - 9.1.2. fraud or fraudulent misrepresentation; and
 - 9.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.
- 9.2. Subject to conditions 9.1 and 9.3, the Company's total liability to the Customer shall not exceed the Limit. The Company's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.
- 9.3. Where the Loss does not relate directly to the Goods (for example alleged negligent advice or data irregularities) the Limit applicable shall be £1,000 per incident or series of connected incidents.
- 9.4. If and to the extent that Loss is directly caused by negligence or wilful act or default of, or breach of duty owed to the Customer by, the Company, its employees (acting in furtherance of their duties as employees) or sub-contractors or agents (acting in furtherance of their duties as sub-contractors or agents) and subject to Conditions 9.5, 9.6, 9.7 and 9.8, the Company will accept liability for Loss assessed on normal legal principles but not exceeding the Limit. Any quantification of amount or value includes duties and taxes.

- 9.5. The Company shall have no liability under the Contract for the Customer's:
- 9.5.1. loss of profits;
 - 9.5.2. loss of sales or business;
 - 9.5.3. business interruption;
 - 9.5.4. loss of contract;
 - 9.5.5. loss of anticipated savings;
 - 9.5.6. loss of use or corruption of software;
 - 9.5.7. loss or damage to goodwill; or
 - 9.5.8. indirect or consequential losses.
- 9.6. The Company shall not be liable for any claim unless:
- 9.6.1. it has received written notice of the claim within 10 days of the event giving rise to the claim coming to the knowledge of the Customer; and
 - 9.6.2. it has received within 21 days of the event giving rise to the claim coming to the knowledge of the Customer sufficient detail in writing to enable the Company to substantively investigate the claim.
- 9.7. Without prejudice to Condition 9.6, the Company shall be discharged from all liability for any claim unless any legal proceedings (including any counterclaim) against the Company relating to the claim are issued and served within 9 months of the event giving rise to the claim.
- 9.8. The Company shall not be liable for any Loss to the extent that it is caused or contributed to by a breach of any of the Customer's obligations, or by a person for whom the Company is not responsible, or by any of the circumstances by virtue of which the Company is relieved of its obligations under Condition 9.
- 9.9. No legal proceedings (including any counterclaim) may be brought against the Company unless they are issued and served within 6 months of the event giving rise to the claim.
- 9.10. This Condition 9 shall survive the termination of the Contract.

10. EMPLOYEES, SUB-CONTRACTORS AND OTHERS

- 10.1. The Company shall be entitled to sub-contract all or any part of its obligations and in this event these Conditions shall apply to such services. Where the place at which Goods are to be handled or stored has been designated, the Company may if reasonable to do so vary such place, so long as the substitute place is of at least comparable quality. However, except where urgent the Company will obtain the Customer's consent (not to be unreasonably withheld or delayed) before storage is subcontracted or the designated place of storage is varied and will notify the Customer of the location of the Goods.
- 10.2. Where the Company provides carriage, it is entitled to hold Goods overnight or temporarily, or (where appropriate) consolidate or split them, at such interim destination as it chooses before the Goods are received into any designated store.
- 10.3. No Interested Party will make a claim or issue proceedings in respect of Loss against any Additional Party.
- 10.4. Without prejudice to Condition 11.2, if an Additional Party pays or is liable to make a payment to an Interested Party in connection with a claim for Loss, the Interested Party will fully indemnify the Company against any claim (including all costs and expenses) by the Additional Party against the Company for reimbursement of, contribution to or indemnity against that payment to the extent that it exceeds the Limit applicable at the time of the event giving rise to the claim.
- 10.5. The Customer shall not, without the prior written consent of the Company (in its absolute

discretion), at any time from the date of entering into the Contract to the expiry of 12 months after the termination or expiry of the Contract, solicit or entice away from the Company or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Company in the provision of the Services.

- 10.6. Any consent given by the Company in accordance with Clause 10.5 shall be subject to the Customer paying to the Company a sum equivalent to 20% of the then current annual remuneration of the Company's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Customer to that employee, consultant or subcontractor.

11. CHANGE OF CUSTOMER

- 11.1. If the Customer wishes to transfer the Goods or any part to the account of another person it shall give prior written notice to the Company. The notice shall not be effective unless before the effective date of the transfer the proposed transferee notifies the Company in writing that it wishes to become a customer, is to be bound by these Conditions, endorses any information provided by the Customer, will pay the Company's charges for the period after the effective date and the Company agrees in writing to the transfer.
- 11.2. The Customer will pay the charges for the period until the later of the effective date or receipt and acceptance by the Company of the other party's written notification. The Goods remain subject to any lien which applies at the time of transfer.

12. TERMINATION

- 12.1. Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 3 months' prior written notice.
- 12.2. If the Contract is terminated on notice in accordance with Condition 12.1, the Company shall charge and the Customer shall pay in full for the Services, in accordance with Condition 5.1, for the duration of the notice period, regardless of whether the Company continues to hold Goods on behalf of the Customer during this period. The Company shall be entitled to raise the invoices for such notice period immediately on receipt or service of a notice to terminate and its lien over any Goods held (as set out in Condition 6) shall remain in full force and effect until all sums due and payable to the Company by the Customer have been paid in full.
- 12.3. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 12.3.1. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
 - 12.3.2. the other party repeatedly breaches any of these Conditions 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 Contract;
 - 12.3.3. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business, apply to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 12.3.4. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 12.3.5. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its

obligations under the Contract has been placed in jeopardy.

- 12.4. Without affecting any other right or remedy available to it, the Company may terminate the Contract or suspend the provision of the Services with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

13. CONSEQUENCES OF TERMINATION

- 13.1. On termination of the Contract or, where notice is given to terminate in accordance with Condition 12.1, promptly following receipt of such notice:

13.1.1. the Company will provide the Customer with its proposed exit management plan for the packing up of the Customer's Goods and preparing them for collection by the Customer ("**Pack Up Services**") including the Company's costs for assisting with the same, based on the quantity and nature of the Customer's Goods held at the time or expected to be held prior to termination (the "**Exit Plan**");

13.1.2. the Customer shall promptly following receipt review and liaise with the Company to finalise the Exit Plan (with both parties using all reasonable endeavours and at all times acting in good faith to do so) and provide the Company with all other information that the Company may reasonably require to follow the Exit Plan (including details of any replacement supplier or carrier being used to collect the Goods);

13.1.3. following agreement of the Exit Plan, and subject to the Customer paying all sums due to the Company for the Pack Up Services ("**Pack Up Fees**") as and when due, the Company will prepare the Goods for transfer to the Customer or the Customer's authorised representatives as per the Exit Plan; and

13.1.4. the Customer shall pay all Pack Up Fees as and when due (in accordance with the Exit Plan) and shall otherwise provide the Company with all co-operation and assistance as the Company may reasonably require from time to time in providing the Pack Up Services.

- 13.2. If the Customer fails to agree the Exit Plan, to pay any Pack Up Fees or otherwise to provide the Company with any assistance required for the same, the Company reserves the right to proceed with its original Exit Plan provided to the Customer and to charge the Customer for all costs it incurs (including any additional storage charges, transport costs or labour costs) to complete the Pack Up Services.

- 13.3. Subject to the Customer paying any and all sums due to the Company in accordance with Condition 13.1.3 or 13.2, the Company shall:

13.3.1. provide all reasonable assistance to the Customer in removing the Goods from the Company's premises, including (without limitation) identifying and moving all Goods ready for dispatch in accordance with the Exit Plan, but which shall not include allowing the Customer (or its representatives) to enter the Company's premises without the express prior written agreement of the Company and subject to the complying with all rules and requirements of the Company for the same; and

13.3.2. at the Customer's request and cost, provide the Customer with an inventory of all of the Goods to be returned to the Customer.

- 13.4. On termination, the Customer shall:

13.4.1. immediately pay to the Company all of the Company's outstanding unpaid invoices and interest including (but not limited to) any invoices raised in accordance with Condition 12.2, and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;

13.4.2. promptly arrange for the Goods to be collected from the Company's premises, in accordance with the Exit Plan and any other reasonable instructions or requirements

of the Company;

- 13.4.3. prior to removing the Goods from the Company's premises, carry out (or procure for someone else to carry out on its behalf) any checks regarding the quality and quantity of the Goods being returned to it that it reasonably wishes to do and confirm the accuracy of any stock inventory provided by the Company (the "**Inventory**") at such times and in such manner as reasonably agreed with the Company in advance;
- 13.4.4. notify the Company immediately if the Inventory or the Goods provided for collection are incorrect or incomplete in any way (if the Customer fails to notify the Customer of such issues before removing the Goods from the Company's premises then the Inventory and the Goods shall be deemed to be accepted as being correct and complete and the Customer shall not be entitled to raise any further claims to the contrary); and
- 13.4.5. both parties will co-operate in transferring the performance of the Services to the Customer or any person nominated by the Customer.

14. FORCE MAJEURE

The Company shall be relieved of its obligations to the extent that their performance is prevented or delayed by, or their non-performance results wholly or partly from, the act or omission of the Customer or its agent or an Interested Party (including any breach by the Customer of these Conditions) or by storm, flood, fire, explosion, civil disturbance, war, epidemic or pandemic, governmental, regulatory or quasi-governmental action, directive or restriction, breakdown or unavailability of premises, equipment or labour, or any other cause beyond the reasonable control of the Company.

15. DATA PROTECTION

- 15.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 15 is in addition to, and does not relieve, remove or replace a party's obligations under the Data Protection Legislation.
- 15.2. In the event that the Data Protection Legislation changes in a way that this Condition 15 is no longer adequate for the purpose of governing lawful data processing exercises, the parties will negotiate in good faith to amend this Condition in light of such new legislation.
- 15.3. To the extent that the Company Processes Personal Data shared by the Customer as a Data Controller, the Company shall comply with all of its obligations as a Data Controller under the Data Protection Legislation.
- 15.4. To the extent that the Company Processes Personal Data on the Customer's behalf when performing its obligations under this Agreement, the parties record their intention that the Customer shall be the Data Controller and the Company shall be a Data Processor and in any such case the provisions set out in Conditions 15.4 and 15.5 to 15.16 (inclusive) shall apply.
- 15.5. The parties consider the sharing of Personal Data is necessary for the fulfilment of the Company's obligations under this Agreement. The following table sets out the nature and purpose of Processing of Personal Data by the Company under this Agreement, the duration of the Processing, the types of Personal Data and the categories of Data Subject:

Nature and Purpose of Processing	The Personal Data will be Processed, using the Company's software and equipment, in order to provide services to the Customer, namely the processing of orders for the Customer's Goods and the dispatching of such Goods to the Customer's end customers (the Agreed Purpose).
Duration of Processing	The Company shall process Personal Data on behalf of the Customer for the duration of this Agreement.

Types of Personal Data	Personal Data relating to the Customers end customers, namely (where provided by the end customer to the Customer): title, first name, last name, delivery address, employer (where delivery is to a business address), email address, telephone number.
Categories of Data Subject	The Customer's end customers, including consumers.

15.6. The content of the table set out at Condition 15.5 above shall be subject to annual review in accordance with Condition 15.16.

15.7. The Company shall not Process the Personal Data in a way that is incompatible with the Agreed Purpose.

15.8. The Customer shall:

15.8.1. ensure that it is entitled to transfer the necessary Personal Data to the Company so that the Company may lawfully use, Process and transfer such Personal Data in order to provide the agreed services for the duration and purpose of this Agreement including for the avoidance of doubt where the Company is required to dispatch Goods to an end customer located outside of the UK;

15.8.2. not share any Sensitive Personal Data with the Company; and

15.8.3. be responsible for maintaining the accuracy of Personal Data shared under this Agreement. The Company shall promptly comply with any request from the Customer requiring the Company to amend or transfer the Personal Data.

15.9. The Company shall:

15.9.1. maintain and make available to the Customer sufficient records and information to demonstrate its compliance with the obligations laid down in the Data Protection Legislation and this Condition 15 and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer;

15.9.2. process personal data in accordance with the Customer's written instructions. The Company may use data supplied by or on behalf of the Customer for purposes appropriate to the performance of the Company's obligations, the exercise of the Company's rights or for business planning by the Company. The Company may share data with a Subcontractor as sub-processor (which shall be subject to an equivalent level of protection for data as applies to the Company) for the provision of the Company's services to the Customer, and also share data with any government, regulatory or statutory authority where legally required.

15.9.3. promptly inform the Customer in the event that the Customer reasonably believes that the Customer's instructions breach the Data Protection Legislation;

15.9.4. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from such unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the Personal Data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

15.9.5. taking into account the state of the art, the costs of implementation and the

nature, scope, context and purposes of the Processing, provide the Customer with co-operation and assistance in ensuring its compliance with the obligations laid down in the Data Protection Legislation concerning the security of Processing including the implementation of appropriate technical and organisational measures to ensure a level of security appropriate to that risk;

- 15.9.6. treat the Personal Data as strictly confidential and ensure that access to the Personal Data is limited to those employees who need access to the Personal Data to enable the Company to fulfil its rights and obligations under this Agreement and that such employees are obliged to keep the Personal Data confidential;
 - 15.9.7. promptly inform the Customer of any complaints, requests or enquiries received from Data Subjects under the Data Protection Legislation, including but not limited to requests Articles 15, 16, 17, 18, 20, 21 and/or 22 UK GDPR, and provide the Customer with such co-operation and assistance as the Customer reasonably requires in relation to such complaints, requests or enquiries;
 - 15.9.8. assist the Customer in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with Supervising Authorities or regulators;
 - 15.9.9. notify the Customer without undue delay, upon becoming aware of a Personal Data breach (the accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, or any other unlawful form of processing) and co-operate fully with the Customer to the extent required with regard to the notification of the data breach to the relevant Supervising Authorities and the communication of the data breach to the affected Data Subject(s);
 - 15.9.10. assist the Customer with any data protection impact assessments and prior consultations with Supervising Authorities or other competent data privacy authorities which the Customer reasonably considers to be required by Articles 35 or 36 UK GDPR;
 - 15.9.11. not retain or Process Personal Data for longer than is necessary to carry out the Agreed Purpose and at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of this Agreement unless required by Applicable Law to store the Personal Data; and
 - 15.9.12. at the Customer's request, provide to the Customer with a copy of all Personal Data held by it in connection with this Agreement, in the format and on the media reasonably specified by the Customer.
- 15.10. The Customer hereby authorises the Company to appoint Subcontractors to carry out Processing of Personal Data pursuant to this Agreement in accordance with this Condition 15 and any restrictions contained within this Agreement.
 - 15.11. The Company may continue to use those Subcontractors already engaged by the Company as at the date of this Agreement to Process Personal Data in connection with the provision by the Company of services to the Customer under this Agreement.
 - 15.12. The Company shall give the Customer prior written notice of the appointment of any new Subcontractor (unless such appointment does not require the processing of any Personal Data shared under this Agreement) including full details of the processing to be undertaken by the Subcontractor. If within 30 days of receipt of that notice, the Customer notifies the Company in writing of any objections to that proposed appointment the Company shall not appoint such new Subcontractor until reasonable steps have been taken to address the objections raised by the Customer.
 - 15.13. With respect to each Subcontractor, the Company shall meet the requirements of Article 28(4) UK GDPR including putting in place written contract including terms which offer at least the same level of protection for Personal data as those set out in this Condition 15 and which meet the requirements of the UK GDPR.

- 15.14. The Customer consents to the transferring of Personal Data outside of the UK, where the Company is fulfilling an order for Goods which are to be delivered to an end customer located outside of the UK provided that the Company complies with:
- 15.14.1. any conditions on such transfer which the Customer requires, including where applicable procuring that the relevant Model Clauses with the Customer are entered into by any Subcontractor located outside of the UK;
 - 15.14.2. all provisions of the Data Protection Legislation regarding the transfer of Personal Data outside of the UK including Chapter V UK GDPR by providing an adequate level of protection to any Personal Data that is transferred; and
 - 15.14.3. any reasonable instructions notified to it by the Customer.
- 15.15. The Company shall not otherwise transfer Personal Data outside of the UK without the prior written consent of the Customer and, where the Customer consents to such transfer, the Company shall comply with the requirements of the sub-clauses to Condition 15.14.
- 15.16. The parties shall review the effectiveness of this Condition 15 every 12 months, having consideration to Agreed Purpose. The parties shall continue, amend or terminate this Agreement depending on the outcome of this review. The review of the effectiveness of this Condition 15 will involve:
- 15.16.1. assessing whether the content of the table set out in Condition 15.5 remains accurate having regard to the services provided by the Company to the Customer at the time of the review including whether purposes for which the Personal Data is being Processed are still the ones listed in the table;
 - 15.16.2. assessing whether the Data Protection Legislation insofar as it governs data quality, retention, and Data Subjects' rights are being complied with; and
 - 15.16.3. assessing whether personal data breaches have been handled in accordance with this Agreement and the Data Protection Legislation.

16. CONFIDENTIALITY

- 16.1. Each party undertakes that it shall not at any time during the Contract, and for a period of 5 years after termination of the Contract, disclose to any person any confidential information concern the business, affairs, customers, clients or suppliers of the other party, except as permitted by this clause.
- 16.2. Each party may disclose the other party's confidential information:
- 16.2.1. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract (provided that each party shall ensure that its employees, officers, representatives, subcontractors or advisers who receive the other party's confidential information comply with the provisions of the Contract);
 - 16.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory body; or
 - 16.2.3. with the prior written consent of the other party.
- 16.3. No party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 16.4. The following shall not be considered as confidential information for the purposes of the Contract:
- 16.4.1. Information which is already in the public domain (other than as a result of one party breaching this Condition 16);
 - 16.4.2. information which is already known to the receiving party at the time of being

received from the other party; and

- 16.4.3. information which is received from a third party (other than as a result of any breach of confidentiality between the party to which the information relates and the third party).

17. TUPE AND SERVICE PROVISION CHANGE

17.1. Where there is an Inward TUPE Transfer, the Customer will indemnify the Company against all liability and expense (including inter alia the cost of taking advice) which the Company may incur in connection with:

- 17.1.1. the employment or the termination of employment, before the Effective Time, of any Employee;
- 17.1.2. any failure by the Transferor to comply in a timely manner with its legal obligations in respect of any of the Employees;
- 17.1.3. the transfer to the Company, by virtue of TUPE or otherwise, of the employment of any person or the applicability of terms of employment, other than those previously notified to, and previously accepted by, the Company in writing;
- 17.1.4. any act or omission of the Transferor, on or before the Effective Time, for which the Company becomes liable by virtue of TUPE or otherwise; or
- 17.1.5. the Transferor's failure to comply with its obligations under regulation 13 of TUPE.

17.2. Where there is an Outward TUPE Transfer, the Customer will indemnify the Company against all liability and expense (including inter alia the cost of taking advice) which the Company may incur in connection with the Transferee's failure to comply in a timely manner with its legal obligations, including without limitation those under regulation 13 of TUPE.

18. GENERAL

18.1. Any notice under the Contract shall be duly given if:

- 18.1.1. given in writing; and
- 18.1.2. left at or sent by first class prepaid post to the last known address of the other party or its registered office or sent by email to the last address notified for the purposes of service.

18.2. Any notice under the Contract shall be deemed to have been served:

- 18.2.1. if delivered by hand, at 9.00am on the working day after delivery;
- 18.2.2. if sent by first class prepaid post, at 9.00am on the second working day after posting if sent by first class prepaid post; or
- 18.2.3. if sent by email, at the time of transmission (if sent during the hours of 9.00am – 5pm UK time) or at 9.00am on the next working day if sent between 5.01pm – 8.59am UK time.

18.3. Signature on a delivery note on behalf of a Customer or its consignee or a carrier engaged by or on behalf of either is evidence that the Goods have been received in apparently good order save as noted.

18.4. Delay or failure by either party to assert or enforce its rights shall not be a waiver of them. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. Nothing done or stated by the Company (other than to the extent specifically expressed in writing by the Company) shall constitute a waiver of the Company's rights under these Conditions.

18.5. The intellectual property rights in designs, software or other works created by or on behalf of the Company shall be and remain the property of the Company. That is the case whether

or not the Customer or other party has paid the costs of origination or development, but in such circumstances the Customer shall have a non-assignable licence to use it for its own purposes in the performance of the contract with the Company for so long as the contract continues.

- 18.6. In the contract between them the Company and the Customer may agree and specify the country or jurisdiction whose laws shall apply to it and whose courts shall have jurisdiction in resolving disputes arising in connection with it or relating to Goods. In the absence of such agreement or in case of uncertainty, the law of England shall apply and disputes will be dealt with exclusively by the English courts.
- 18.7. No third party shall be entitled to enforce any of these Conditions or to claim any rights under the Contract, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 18.8. This Contract and the documents referred to in it constitute the entire agreement between the parties, and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral relating to its subject matter.

19. DEFINITIONS

Terms used in these Conditions have the following meanings:

"Additional Party" means any employee, agent or sub-contractor of the Company, or anyone entitled to an indemnity, reimbursement or contribution from the Company in respect of a claim by an Interested Party.

"Applicable Law" means the national laws of the United Kingdom.

"Company" means VDepot Limited, a company incorporated in England and Wales with Company Number 04340689, whose registered office is at Honingham Thorpe Estate Norwich Road, Colton, Norwich, Norfolk, England, NR9 5BZ.

"Contract" means the contract between the Company and the Customer for the supply of the Services in accordance with these Conditions.

"Customer" means any person or entity requesting or receiving services and/or items supplied (or to be supplied) by or on behalf of the Company; and also the principal of any agent making such a request.

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) ("**UK GDPR**"); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

"Effective Time" means the time at which the employment of any person (or liabilities relating to that person) are transferred to the Company under TUPE.

"Employee" means a person employed or previously employed by the Transferor and who is, or whose rights are, affected by the TUPE Transfer.

"End User" means any person the Customer requires the Company deliver Goods to as part of the provision of the Services.

"Goods" means goods (including any associated packaging and equipment) to which the contract relates.

"Goods Transport Unit" means any container, packaging, pallet or other platform used in connection with the transport of Goods.

"Interested Party" means the Customer and/or anyone with an interest in the Goods; any obligation of the Interested Party is borne jointly and severally.

"Inward TUPE Transfer" means a situation where the Company is (or is expected to be)

a transferee for the purposes of TUPE as a result of providing services to or for the benefit of the Customer (or intending to do so).

“**Limit**” means a limit per tonne gross weight of that part of the Goods in respect of which a claim arises.

“**Loss**” includes (without limitation) loss (including theft), destruction, damage, unavailability, contamination, deterioration, delay, non-delivery, mis-delivery, unauthorised delivery, non-compliance with instructions or obligations, or incorrect advice or information.

“**Officer**” includes a Director, Company Secretary, Partner, or member of an LLP.

“**Order**” the Customer’s order for Services, whether placed via the Company’s online system or otherwise.

“**Outward TUPE Transfer**” means a situation where the Company is (or is expected to be) a transferor for the purposes of TUPE as a result of the transfer of operations previously carried out for the Customer.

“**Sensitive Personal Data**” is as defined by the Data Protection Legislation, including any Personal Data which falls within the special categories of personal data as set out in Article 9(1) UK GDPR.

“**Services**” means the warehousing, storage, fulfillment and distribution services provided by the Company to the Customer in accordance with these Conditions together with any other services which the Company agrees to provide to the Customer from time to time.

“**Subcontractor**” means a party engaged at the behest of the Company to perform some or all of the Company’s obligations.

“**Transferee**” means a transferee as defined by TUPE.

“**Transferor**” means a transferor as defined by TUPE.

“**TUPE**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (and any successor legislation) and also includes any other legislation under which employment or liabilities arising from employment transfer by operation of law.

“**UKWA Member**” means any person or entity who is or was a member of UKWA when any relevant agreement is or was entered into, or when any relevant matter or event occurs or occurred.

“**Waste**” bears its general meaning and also means “Waste” and “Directive Waste” as defined legislatively.

The terms **Data Controller, Data Processor, Data Subject, Personal Data, Process** and **Supervising Authorities** shall be as defined by the Data Protection Legislation.