

ROI TERMS & CONDITIONS OF SALE – from May 2014 until superseded

The Terms and Conditions of Sale are applicable to all goods.
It is not possible to combine goods from other Procter & Gamble Lists.

1) ORDERING AND PRICING

- a) For ordering and pricing purposes, orders are price banded by layers/pallets ordered. Please refer to the 'Minimum orderable unit size for truck brackets' to identify those brand sizes that must be ordered in layer, half pallet or full manufactured pallet quantities.
- b) **BASE LIST PRICE:**
This price is for information only. Please refer to your local P&G contact for this information
- c) **THE MINIMUM ORDER** is full truck as defined below (carriage paid) in any assortment of brands and sizes from the price list.
- d) **FULL SERVICE CENTER BRACKETS:**
FULL TRUCK:
The order must contain **26 'pallet spots'** made up of 1 full manufactured pallet, 2 half pallets or 8 layers per 'pallet spot'.
- e) **FULL TRUCK – PLANT DIRECT DELIVERY BRACKETS:**
MANCHESTER:
The order must contain **26 'pallet spots'** made up of 1 full manufactured pallet or 2 half pallets per 'pallet spot' and must only be from those brands and sizes sourced from the Manchester site
- f) Smaller quantities may be ordered via our Ireland Distributor. For details of pricing, delivery etc. please contact:
JOHNSON BROTHERS LTD
Ballymount Avenue
Uppercross Estate
Walkinstown
Dublin

A 'pallet spot' is defined as the footprint of a single Chep Ltd pallet (1.0*1.2m)

N.B. There is a legal payload weight restriction for deliveries set at 26-28 Tonnes depending on vehicle type. Due to the pallet weight of some of the brands and sizes shipped, it may be necessary to order goods to the maximum weight limit.

- g) **EFFICIENT SUPPLY INCENTIVES**
EFFICIENT DAILY TRANSACTIONS (0.5%)
(Available in all price brackets)
 - Orders must be complete, correct and on time. Orders must be in line with trade terms and include product descriptor, EAN/TUC code correct order multiples and a delivery date and time.
 - Orders and Invoices shall be placed and received electronically.
 - Matching of goods to accurate P&G & price data in force on date of order.**EFFICIENT PAYMENT** (0.5%)
(Available in all price brackets)
 - Receipt of cleared funds into P&G bank account by due date
 - Controlled payment process (e.g. BACS/EFT/Direct Debit - or as specifically agreed)
 - Remittance advice
 - No deductions (from payments)/Queries handled off-line**INFORMATION EXCHANGE** (0.5%)
(Requires qualification for efficient daily transactions as above)
 - Full truckload ordering/delivery
 - Shared inventory/service level data/P&G EPOS data
 - Shared business forecasting/planning data
 - Shared supply chain results process

N.B. All Efficient Supply Incentives will be calculated as a percentage of the base list price.

- h) **PROMPT PAYMENT INCENTIVES**
(Available in all price brackets)
 - Incentive for receipt of payment within 30 days from invoice date (1%)
 - Additional incentive for immediate payment (1%)

N.B. Prompt payment incentives will be applied to prices, which are net of any Efficient Supply Incentives.

For full details of Efficient Supply Incentives and Prompt Payment Incentives, please talk to your local P&G contact.

2) PRICES

- a) All prices are subject to the Procter & Gamble Exchange Rate Mechanism used to determine the rate set to calculate the Euro Base List Price off the UK Sterling Denominated Base List Price. Please refer to your local P&G contact for more information on the Exchange Rate Mechanism
- b) All prices on this list are subject to change without notice.
- c) All goods sold and delivered under these terms and conditions ("Goods") will be invoiced in Euros (€) at the prices ruling at the date of the order, provided that delivery is effected within 2 weeks of that date. Any query with regard to invoice pricing should be notified to Procter & Gamble Accounts Receivable Department as soon as possible after receipt and prior to the invoice becoming due for payment. Any undisputed balance must be paid within normal 30 day payment terms (cleared funds).
- d) Trade prices, terms and conditions apply to Goods sold and delivered within the Republic of Ireland.
- e) No Goods bearing a trade mark of which P&G is the proprietor or authorised use may be sold or supplied for use or consumption outside the European Economic Area without our prior written permission.
- f) Goods sold and delivered to the republic of Ireland will be zero rated, subject to any changes in VAT requirements.

3) PAYMENT

- a) Payment must be received in our **Newcastle upon Tyne** office immediately or within 30 days from the date of invoice (cleared funds). In the event that payment (cleared funds) is not received immediately or within 30 days from invoice date, the prompt payment incentive discount shall be charged together with the principal sum.
- b) Payment may not be netted off against promotional invoices. Promotional activity must be invoiced by the customer to P&G separately and will be paid by BACS in accordance with the promotional agreement made between the buyer and P&G.

4) RISK/TITLE

- a) Risk in the Goods shall pass to the buyer on delivery or at the time and on the date that the Goods are collected by or on behalf of the buyer or by a carrier from P&G's premises.
- b) Ownership of the Goods shall remain vested in P&G, and shall not pass to the buyer, until P&G has received payment in full in cleared funds of all sums due to P&G in respect of:
 - i) the Goods;
 - ii) any Goods ordered but for which payment has not become due; and
 - iii) all other sums (including without limitation interest) that are or become due, or have accrued but are not yet due, to P&G from the buyer or any of its affiliates on any account whatsoever.
- c) From delivery until ownership of the Goods passes to the buyer in accordance with clause 4) b):
 - i) the buyer may only sell the Goods (or any of them) in the ordinary course of its business. Any such sale shall be a sale of P&G's property on the buyer's own behalf and the buyer shall deal as principal when making such a sale;
 - ii) P&G may at any time by giving notice to the buyer revoke any and/or all right(s) of the buyer to sell the Goods (or any of them);

- iii) P&G may at any time in its absolute discretion inspect, move or, where the buyer's right to possession has been terminated, retake possession of, sell dispose of or otherwise deal in the Goods; and
- iv) the buyer grants to P&G, its agents and authorised representatives an irrevocable licence to enter the premises where the Goods (or any of them) are or may be stored. The buyer shall provide to P&G all access, facilities, resources and assistance as P&G may reasonably require for the purpose of exercising its rights under this clause 4.
- d) The buyer's right of possession of, or to on-sell, the Goods shall immediately terminate if it fails to pay any amount due under this contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment.
- e) P&G shall be entitled to recover payment for the Goods from the buyer notwithstanding that ownership of any of the Goods has not passed from P&G.
- f) If P&G is unable to determine whether any Goods are the goods in respect of which the buyer's right of possession has terminated, the buyer shall be deemed to have sold all Goods sold by P&G to the buyer in the order in which they were invoiced to the buyer.
- g) On termination of this contract, howsoever caused, P&G's (but not buyer's) rights contained in clause 4 shall remain in effect.

5) TRADE MARKS

The Buyer shall not deface, tamper with or move any trade mark which is affixed to the Goods or apply any other trade mark to the Goods.

6) DELIVERY

- a) Customer receiving sites must be compliant with local Health and Safety law and all applicable regulations. If the customer receiving site is not compliant with, or appears to P&G not to be so compliant to Health & Safety requirements, P&G reserve the right to discontinue delivery to that location until it becomes compliant. For the avoidance of doubt P&G shall not perform any audit or review of any site to assess such compliance.
- b) Consignments of Goods delivered on pallets will be on Chep UK Limited pallets which are the property of that company, and are returnable under the Chep Ireland Limited pallet recovery system.
- c) Any dates quoted for delivery of Goods are approximate only and P&G shall not be liable for any delay in delivery howsoever caused
- d) P&G Operates to a tolerance of +- 1hr of the booked deliver time (24Hrs a day).
- e) Buyers must sign the P&G Delivery Note. No liability for shortages or visible damage can be accepted by P&G unless the delivery note is claused with the discrepancy or details of the damage. Any claim with regard to such discrepancy or any claim that the products contained on such pallets are damaged must be notified to P&G within 24 hours of delivery for the claim to be accepted.
- f) P&G shall accept no liability should a delivery note be claused "SIGNED UNCHECKED".
- g) Off-loading, signed proof of delivery and authorised departure of vehicle to be confirmed within 1hr of booked time for half truck and 2 hrs for a full truck.
- h) The right is reserved to cancel any order or part of any order.
- i) The right is reserved, if an agreed consignment is refused, to suspend deliveries to the delivery point concerned.
- j) If a delivery cannot be made to the agreed delivery point due to the buyer's act or omission, P&G may additionally charge for abortive journeys or part delivery.
- k) All delivery and invoice queries should be referred to:

**Accounts Receivable
Procter & Gamble UK
P.O. Box 419
Newcastle Upon Tyne
NE27 0YB
United Kingdom
Telephone: +44191 297 5000
Email: accrec.im@pg.com**

N.B. All orders must be for delivery to one place at one time.

7) NON-PERFORMANCE

P&G shall not be liable for any failure to fulfil its obligations under this contract if such failure is due to any event or circumstances beyond P&G's reasonable control.

8) WARRANTIES AND LIABILITY

Subject to the conditions set out below, P&G warrants that the Goods will correspond with their specification at the time of delivery. This warranty is given by P&G, subject to the following conditions:

- a) P&G shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, failure to follow P&G's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without P&G's approval.
- b) P&G shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.
- c) The above warranty does not extend to parts, materials or equipment not manufactured by P&G, in respect of which the buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to P&G.

9) CONSEQUENTIAL LOSS AND INJURY OR DAMAGE TO PERSONS OR PROPERTY

Except in respect of death or personal injury caused by P&G's negligence, P&G shall not be liable to the buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under express terms of this contract, for any indirect loss or loss of profits, loss of revenue, loss of business or goodwill, loss of opportunity, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by negligence of P&G, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the buyer; and the entire liability of P&G under or in connection with this contract shall not exceed the price of the Goods.

10) GENERAL

- a) P&G shall sell and the buyer shall purchase the Goods as principals only, to the intent and with the effect that no other person shall have any rights or obligations, or be entitled to sue or liable to be sued under this contract.
- b) Contracts are made and orders are accepted only upon and subject to these conditions of sale and all other conditions are excluded unless expressly agreed in writing by P&G.
- c) Goods are warranted to comply with all relevant statutory requirements and regulations applicable to their sale to the public.
- d) Goods are not sold on a sale or return basis unless expressly agreed in writing by P&G.
- e) Goods supplied as ordered may not be returned for credit without the written consent of P&G and goods returned without such consent will be refused.
- f) Any claim in respect of any dispute relating to an invoice issued by P&G to the buyer must be received in writing by P&G no later than 6 months after the date of the disputed invoice. Thereafter P&G shall be entitled to reject any such claim.
- g) The printing of bar codes on its packs is arranged by P&G as a convenience for its buyers and not as part of any contract with them. P&G will endeavour to observe the Rules of the Article Number Association (UK.) Limited, but cannot accept liability for any loss, damage or expense (howsoever caused) attributable to the absence of or any error in such bar code printing.
- h) For the avoidance of doubt "P&G" in this document means "Procter & Gamble UK".
- i) Consumer enquires, comments or complaints about our products may be referred to:

**Procter & Gamble UK
Telephone: +44191 2975000**

11) GROCERY SUPPLY CODE OF PRACTISE

- a) If any Customer is a Designated Retailer as defined in The Groceries (Supply Chain Practices) Market Investigation Order 2009 (or as amended) then the terms of The Groceries Supply Code of Practice shall apply as between Procter & Gamble and such Customers.

12) FORMATION AND INCORPORATION

- a) Any contract between P&G and the buyer for the sale and purchase of goods (the "Contract") will be upon these terms and conditions, to the exclusion of all other terms and conditions and all previous oral or written representations including any terms and conditions which the buyer purports to apply under any purchase order, confirmation of order or similar document.
- b) Each order or acceptance of a quotation by the buyer will be deemed to be an offer by the buyer to purchase goods upon these terms and conditions. The Contract is formed when the order is accepted by P&G. No Contract will come into existence until a written acknowledgement of order is issued by P&G. For the avoidance of doubt, P&G shall not be under any obligation to accept order.
- c) The buyer may not cancel a Contract once an order has been accepted by P&G. P&G may cancel a Contract at any time prior to delivery.