TERMS & CONDITIONS OF SALE – GB – from 01/08/2025 until superseded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 below minimum order 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 half a truck as defined below (carriage paid) in any assortment of brands and sizes from the price list.

(d) **FULL SERVICE CENTER BRACKETS**

HALF TRUCK: **(0.3%)**

The order must utilise the maximum available height of the truck and contain a **minimum of 13 'pallet spots'** made up of 1 full manufactured pallet, 2 half pallets or 8 layers per 'pallet spot'.

FULL TRUCK: **(0.6%)**

The order must utilise the maximum available height of the truck and 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 BRACKET**

MANCHESTER
The order must utilise the maximum available height of the truck and contain 26 pallet spots made up of 1 full manufactured pallet per pallet spot and must only be from those Brands and sizes sourced from Manchester site.

A 'pallet spot' is defined as the footprint of a single Chep UK Limited or single LPR pallet (1.0m*1.2m)

N.B. There is a legal payload weight restriction for deliveries set at 26 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.

(f) **EFFICIENT SUPPLY INCENTIVES**

EFFICIENT ORDERING (**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 (EDI or Web Order Management).
- There will be a 3 month qualification period for all customers moving to Electronic Data Interface (EDI)
- Matching of goods to accurate P&G price data in force on date of order.
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EFFICIENT BILLING **(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

EFFICIENT PLANNING **(0.5%)**

- Full truckload ordering/delivery
- Customer POS & Inventory accurate P&G data at sku level at store and depot level sent daily to P&G
- Promo orders to be sent to P&G 4 weeks in advance vs delivery date
- Customer system accessible for visibility on P&G daily forecasts and all KPIs ('Data') or Data provided to P&G daily

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

(g) **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%)**
- All Invoices must be paid in Full

N.B. Prompt payment incentives will be applied to prices, which are <u>net</u> 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. <u>PRICES</u>

(a) All prices are subject to change.

(b) All goods sold and delivered under these terms and conditions ("Goods") will be invoiced in £ sterling at the prices ruling at the date of the order, provided that delivery is effected within 2 weeks of that date and order quantity is in accordance with average consumption over past 12 months. 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. All invoices must be paid in full.

(c) These terms, and conditions, and trade prices, apply to Goods sold and delivered within Great Britain

(d) No Goods bearing a trade mark of which P&G is the proprietor or authorised user, may be sold or supplied by you for use or consumption outside the U.K., the European Economic Area and Switzerland without our prior written permission.

(e) Value Added Tax at the standard rate is calculated to the nearest penny on the discounted price of each invoice entry and added to the invoice. Goods sold and delivered to the Channel Islands will be zero rated, subject to any changes in VAT requirements.

3. <u>PAYMENT</u>

(a) Payment must be received in our **<u>Newcastle upon Tyne</u>** 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 buyer 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 shall hold the Goods as P&G's fiduciary bailee;
- (ii) the buyer shall keep the Goods readily identifiable as the property of P&G;
- (iii) the buyer shall not remove, deface or obscure any identifying mark or packaging on or relating to the Goods, in particular which may identify them as belonging to P&G;
- (iv) the buyer shall give P&G such information as P&G may reasonably require from time to time relating to the Goods and the ongoing financial position of the buyer;
- (v) the buyer may only sell the Goods (or any of them) to a bona fide purchaser in the ordinary course of its business, and 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;
- (vi) P&G may, at any time, by giving written notice to the buyer, revoke the buyer's right to possession of the Goods and/or any or all right(s) of the buyer to sell the Goods (or any of them) where any amount owed by the buyer to P&G is overdue, where P&G has reasonable concerns about the buyer's solvency or where the buyer notifies P&G that it will not be able to pay any amount owed to P&G on the due date;
- (vii) P&G may at any time in its absolute discretion inspect, move or, where the buyer's right to possession has been revoked or terminated, retake possession of, sell, dispose of or otherwise deal in the Goods;
- (viii) 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, without notice, to exercise its rights under this clause 4 and the buyer shall, at the request of P&G, procure the right for P&G, its agents and authorised representatives to enter any premises of any third party where the Goods are stored to recover the Goods; and
- (ix) 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 the buyer experiences an Insolvency Event (as defined below) .

(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) On termination of this contract, howsoever caused, P&G's (but not buyer's) rights and the buyer's obligations contained in this clause 4 shall remain in full force and 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) Buyer receiving sites must be compliant with UK Health and Safety law and all applicable regulations. If the buyer receiving site is not compliant with, or appears to P&G not to be so compliant to UK 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 and LPR pallets. Chep UK Limited pallets are the property of that company and are returnable under the Chep UK Limited pallet recovery system. LPR Pallets can be identified by their red colouring and the 'LPR' logo, which is a registered trademark. Full legal property of all LPR Pallets shall remain vested in LPR Europe BV (and any of its affiliates as the case may be) (LPR UK in this case), at all times. The LPR Pallets must be returned to LPR´s authorised service providers and cannot be used for any other purposes than those authorised by LPR.

(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) For Half truck or less deliveries into customer receiving sites P&G requests a daytime delivery slot Mon-Fri 6am-6pm.

(f) 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.

(g) P&G shall accept no liability should a delivery note be claused "SIGNED UNCHECKED".

(h) 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.

(i) The right is reserved to cancel any order or part of any order.

(j) The right is reserved, if an agreed consignment is refused, to suspend deliveries to the delivery point concerned.

(k) 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.

(l) All delivery and invoice queries should be referred to:

Accounts Receivable
Procter & Gamble UK
P.O. Box 419
Newcastle Upon Tyne
NE27 0YB
Telephone: 0191 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 price 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 (Health & Beauty Care) Limited, Company Number 00436549 and Procter & Gamble (L&CP) Limited, Company Number 03288185, whose registered offices are at The Heights, Brooklands, Weybridge, Surrey KT13 0XP on behalf of Procter & Gamble UK, a partnership”.

(i) Consumer enquires, comments or complaints about our products may be referred to:

Procter & Gamble UK
Telephone: 0191 2975000

(j) The buyer shall notify P&G immediately in writing if it becomes subject to any Insolvency Event (as defined below), if it has reasonable concerns about its solvency or if it becomes aware that it will not be able to pay any amount owed to P&G on the due date.

11. GROCERY SUPPLY CODE OF PRACTICE

(a) If any buyer 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 buyer.

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.

(d) If any provision or part-provision of this contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 12) d) shall not affect the validity and enforceability of the rest of this contract.

(e) In this contract, a reference to writing or written shall include email.

13. TERMINATION

(a) P&G shall be entitled to terminate this contract immediately without liability to the buyer by giving notice in writing to the buyer at any time if:

(i) the buyer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

(ii) the buyer fails to pay any amount due under this contract on or before the due date for payment;

(iii) an Insolvency Event occurs in relation to the buyer; or

(iv) there is a change of control of the buyer (being a company) within the meaning of section 1124 Corporation Tax Act 2010.

14. INSOLVENCY EVENT

(a) For the purposes of clauses 4, 10 and 13, "Insolvency Event" shall mean each and any of the following in relation to the buyer:

(i) any action (corporate or otherwise), legal proceedings or other procedure or step is taken by any person in any jurisdiction in relation to or with a view to: (a) the winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the buyer; (b) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator, nominee, supervisor or similar officer in respect of the buyer or any of its assets; (c) the buyer obtaining a moratorium under Part A1 of the Insolvency Act 1986; (d) obtaining a court order under section 901C(1) of the Companies Act 2006; (e) the enforcement of any security over any assets of the buyer; or (f) the expropriation, attachment, sequestration, distress or execution over or affecting any material asset of the buyer, in each case which is not withdrawn or dismissed as soon as reasonably practicable; or

(ii) the buyer is unable to pay its debts as they fall due or is insolvent; or

(iii) the buyer enters into a composition or arrangement with its creditors or any class of them; or

(iv) an event similar or analogous to those listed in clauses 14) a) (i) to 14) a) (iii) above occurs under the law of any jurisdiction of the buyer.

15. WAIVER

(a) A waiver of any right or remedy under this contract is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy

16 PERSONAL DATA PROTECTION

Buyer & P&G (the “Parties”) shall process any personal data they share under or in connection with these Terms and Conditions of Sale (including for order placement, order execution and relationship management) (collectively, "Data") in accordance with all privacy and data protection laws applicable to the processing of the Data, including local, state, national and/or foreign laws, treaties, and/or regulations such as, but not limited to, the General Data Protection Regulation (EU) 2016/679 (“GDPR”) and implementations of the GDPR into national law (collectively, "Applicable Data Protection Laws”).

The Parties expressly acknowledge and agree that, unless expressly stipulated otherwise, they each qualify as an independent data controller in respect of their processing of Data and that, in such capacity, they are each fully responsible for compliance with the Applicable Data Protection Laws.

Each Party shall, in relation to the Data, provide reasonable assistance, information and co-operation to the other Party in data protection matters, including (without limitation) in respect of:

- any claim and/or exercise or purported exercise of rights by a data subject or any investigation or enforcement activity by a regulator relating to or connected with the other Party’s processing of the Data; and

- any actual or potential breach of the Data.

Each Party shall, in relation to the Data, indemnify and hold harmless the other Party from any claims, demands, causes of action, expenses, damages, losses, costs, fees, or penalties to the extent arising from a breach by that Party of its obligations under the Applicable Data Protection Laws.

17 GOVERNING LAW & JURISDICTION

(a) This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

(b) The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this contract.