

Supplier Application Form

001260419



All fields marked with an * are compulsory for completion

| | |
|--------------------|--|
| Company Name* | |
| Trading Name | |
| Address* | |
| Years Established* | |
| Tel No* | |
| Fax No* | |

| | |
|------------------------|--|
| Purchase Contact Name* | |
| Tel No* | |
| Email* | |

| | |
|------------------------|--|
| Accounts Contact Name* | |
| Accounts Email* | |
| Accounts Tel* | |
| Invoice Address* | |

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All fields marked with an * are compulsory for completion

| | |
|------------------|--|
| VAT Number* | |
| Registration No* | |
| Website Address* | |

| | |
|------------------------------------------------------------------------------------------------------|--|
| Do you hold an Export Licence | |
| If Yes, Export Licence number | |
| What Accreditations does the company hold? (eg: ISO9001) (Please include copies of Certificates)* | |

| | |
|-----------------------------------------------------------------------------------------------------|--|
| What other regulatory compliance are held? (e.g CE marking, FEC, FDA approvals.)* | |
| Do you provide declaration of conformity/certifications of conformity/materials test certificates?* | |

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Bank Details*

Please provide an official bank letter for this account - We will make payment to this account

| | |
|-------------------------|--|
| Bank Name | |
| Bank Address | |
| Account Number | |
| Sort Code / Branch Code | |
| Swift Number | |
| IBAN | |
| Account Name | |
| Intermediary Bank | |
| Intermediary Bank Swift | |

| | | | |
|---------------------------------------------------|--|------|--|
| Authorised Signatory (please sign here) | | | |
| Print Name | | | |
| Position | | Date | |

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Please mark which area you apply to*

| | |
|------------------------|--|
| Air Conditioning | |
| Catering Equipment | |
| Communication | |
| Compressors | |
| Construction Machinery | |
| Earthmoving Machinery | |
| Electrical Cable | |
| Fencing | |
| Fire Equipment | |
| General Electrical | |
| HDPE | |
| Hoses | |
| Hydraulic Equipment | |
| Lubricants | |
| Pipe Fittings | |
| PPE | |
| Pumps | |
| Steel | |
| Tools | |
| Transmission | |
| Tyre Equipment | |
| Valves | |
| Vehicle Parts | |
| Other | |

If other - From the list below please select which **ONE** applies closest to your business

Adhesive, Airspray, Apparel, Bags, Batteries, Beverages, Blower/Vacuum, Books, Canvas, Electronic Devices, Freight, Games, Gas, Generator, Glassware, Grating, Guidelines, Gym Equipment, Heater, Home Décor, Industrial Equipment, Locks, Medical Devices, Office Equipment, Outdoor Gears, Paint, Ropes, Solution, Straps, Tags, Utensils, Water Heater

(please specify)

Verify Categorisation Details*

1. Please review information provided in all three previous sections of form before submitting
2. Please make sure you review the Terms and Conditions (below) before submitting the form
3. I can confirm that all information is correct and accurate to the best of my knowledge. I have read and agree to the terms and conditions as outlined by Storm Procurement Ltd

Authorised signatory
(please sign here)

Terms and Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. In these Terms and Conditions, the following definitions apply:

Business Day: any day other than:

(i) a Saturday; (ii) a Sunday; or (iii) a day which is a bank holiday in England (as set out on www.gov.uk/bank-holidays for bank holidays in England).

Commencement Date: has the meaning set out in clause 2.3.

Confidential Information: has the meaning given to it in clause 11.1.

Contract: the contract between Storm Procurement and the Supplier for the supply of Goods from the Supplier to Storm Procurement in accordance with these Terms and Conditions and the relevant Order which has been accepted by the Supplier in accordance with clause 2.3.

Delivery Location: has the meaning set out in clause 4.2(b).

Disclosing Party: has the meaning given to it in clause 11.1.

Dispute: has the meaning given to it in clause 15.1.

Goods: the goods (or any part or parts of them) including hardware, software, equipment or other articles or items as set out in the Order and which shall be provided by the Supplier to Storm Procurement (subject to and in accordance with the contract).

Intellectual Property Rights: copyright and related rights, trade marks and service marks, trade names and domain names, rights under licences, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, patents, rights to inventions, rights in designs, rights in computer software, database rights, rights in confidential

information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: means the order for the goods submitted by Storm Procurement to the relevant supplier, as set out within Storm Procurement's completed Order Form.

Order Confirmation: the written order confirmation document sent by the Supplier to Storm Procurement agreeing to fulfil the Order.

Order Form: means Storm Procurement's standard order form or any other order form (including e-mail) which is acceptable to Storm Procurement.

Party: the Supplier or the Customer.

Policies: any waste electrical and electronic equipment, restriction of hazardous substances, health and safety, bribery and anti-corruption, prevention of facilitation of tax evasion, anti-slavery, equality, ethical working and security or other policies reasonably required by Storm Procurement, or agreed in writing between the Parties from time to time (such agreement not to be unreasonably withheld or delayed).

Receiving Party: has the meaning given to it in clause 11.1.

Regulatory Requirements: any and all applicable laws, enactments, orders, regulations, bye-laws and codes of practice and other instruments in the place of the Supplier's location or Storm Procurement's location or the place of intended use, relating to the design, manufacture, packaging, labelling, storage, handling, marketing, sale, import, export and/or delivery of the Goods.

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Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing between the Parties, including anything described in the Order.

Storm Procurement: Storm Procurement Limited, a company registered in England and Wales with company number 5786137 whose registered office is at 31 Greenhill Crescent, Watford, England, WD18 8YB.

Supplier: the supplier who receives an Order for goods from Storm Procurement.

Terms and Conditions: the terms and conditions as amended from time to time in accordance with clause 16.7.

1.1 Construction.

In these Terms and Conditions, unless the context requires otherwise, the following rules apply:

- (a) references to "clauses" are to clauses of these Terms and Conditions;
- (b) headings are inserted for convenience only and shall not affect the interpretation or construction of the Contract;
- (c) words imparting the singular shall include the plural and vice versa;
- (d) words imparting a gender shall include the other gender and the neutral and references to "persons" shall include an individual, company, corporation, firm, partnership or unincorporated body (whether or not having separate legal personality);
- (e) a reference to a Party includes its personal representatives, successors or permitted assigns;
- (f) references to "includes" or "including" or like words or expressions shall mean without limitation;
- (g) any obligation in the Contract on a person not to do something includes an obligation not to agree, allow, permit or acquiesce to that thing being done;
- (h) references to any statute or statutory provision shall include any subordinate legislation made under it, any provision which it has modified or re-enacted (whether with or without modification) and any provision which subsequently supersedes it or re-enacts it (whether with or without modification); and
- (i) references to "written" or in "writing" includes in electronic form and similar means of communication.

2. BASIS OF CONTRACT

2.1 Any quotation from the Supplier is an invitation for Storm Procurement to place an Order. The Order constitutes an offer by Storm Procurement to purchase Goods in accordance with these Terms and Conditions. The submission of any Order Confirmation, the acceptance by the Supplier of any delivery instruction or the delivery of the Goods shall constitute unqualified acceptance by the Supplier of these Terms and Conditions.

2.2 These Terms and Conditions set out the terms and conditions under which the Supplier shall supply Goods to Storm Procurement and shall apply to the Contract to

the exclusion of any other terms that the Supplier submits, proposes, stipulates or seeks to impose or incorporate in or with any quotation, Order Confirmation, specification, invoice, delivery note or other similar document, or which are implied by trade, custom, practice or course of dealing.

2.3 The Order shall be deemed to be accepted on the earlier of:

- (a) the Supplier issuing an Order Confirmation that conforms with the requirements of the Order (including any timeframes to accept the Order, which shall be deemed to be 14 days from the date of the Order unless the Order provides otherwise); and
 - (b) the Supplier doing any act consistent with fulfilling the Order;
- at which point and on which date the Contract shall come into existence (Commencement Date).

2.4 Save as expressly provided herein, the Contract (together with any documents referred to in it) shall operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between the Parties preceding the Commencement Date and in any way relating to the subject matter of the Contract.

2.5 Storm Procurement may cancel any Order at any time prior to the receipt of express or implied acceptance in accordance with clause 2.3 by informing the Supplier in writing.

2.6 The Supplier shall arrange delivery of the Goods in accordance with Storm Procurement's instructions on the Order as are confirmed in the Order Confirmation.

2.7 Each Order Confirmation constitutes a separate contract. There may be more than one contract between the Parties in force at the same time as the Contract.

2.8 To the extent there is any irreconcilable conflict between the provisions of these Terms and Conditions and the provisions of the rest of the Contract, then the Order shall prevail over these Terms and Conditions.

3. THE GOODS

3.1 The Supplier warrants to Storm Procurement that the Goods will:

- (a) correspond with their description and any applicable Specification, and be in the quantities stipulated in the Order;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by Storm Procurement expressly or by implication;
- (c) be undamaged and free from defects in design, material and workmanship and remain so for 12 months after delivery;
- (d) conform with any sample provided by the Supplier;
- (e) comply with all relevant British Standards and UK safety standards and any compulsory standards for the

relevant type or purpose of the Goods;

- (f) be packaged and labelled in a manner appropriate to the type of Goods, and appropriate to the risks with respect to any Goods which are or contain hazardous substances or parts;
- (g) be supplied with any documentation or guidance required to use or operate the Goods, where relevant, which includes where the Goods are machinery or equipment or computer hardware or software;
- (h) comply with and enable Storm Procurement to comply with all Regulatory Requirements, including the Goods not being "defective" within the meaning of the Consumer Protection Act 1987 and being safe to use; and
- (i) when used with or incorporated into other products which are reasonably foreseeable that Storm Procurement or its customer may use or make available to its customer or any third party, not cause those other products to be "defective" within the meaning of the Consumer Protection Act 1987 or unsafe to use.

3.2 The Supplier shall:

- (a) before delivery of the Goods, use adequate facilities for performing its activities under the Contract, including the manufacture and storage of the Goods;
- (b) manufacture and supply the Goods in a professional manner and with the care, skill and diligence required in accordance with best practice and standards prevailing in the Supplier's industry;
- (c) ensure that all people involved with the sale, supply, importation, manufacture, assembly, storage and delivery of the Goods are fully trained and supervised and qualified to undertake their work;
- (d) observe all Regulatory Requirements in respect of the manufacture, sale, supply, storage, packaging and the transportation of the Goods from the Supplier to the Purchaser's nominated delivery address;
- (e) comply with the Policies in performing its obligations under or in relation to the Contract;
- (f) obtain and pay for and at all times maintain and comply with and conform to, all necessary or desirable licences, authorisations, approvals, consents, permissions and certificates of origin required for the manufacture, storage, sale and supply of the Goods as are applicable at the Supplier's site, or otherwise required by Regulatory Requirements or by Storm Procurement;
- (g) on or before delivery of the Goods to Storm Procurement, check the Goods in accordance with the Regulatory Requirements and give adequate advice and information to Storm Procurement as to the handling and storage of the Goods;
- (h) at all times conduct its business in a manner that will reflect favourably on the Goods and on the good name and reputation of Storm Procurement and its customers and not participate in any illegal, deceptive, misleading or unethical practices including disparagement of the Goods or Storm Procurement or its customers; and
- (i) comply with all reasonable directions, requests, instructions and requirements of Storm Procurement, including providing any information, data, documents,

access and right to inspect, in whatever form reasonably required by Storm Procurement including so that Storm Procurement can comply with the Regulatory Requirements.

3.3 The Supplier warrants that it owns or has sufficient licence in the Intellectual Property Rights in the Goods so as to supply the Goods to Storm Procurement for use of the Goods by Storm Procurement or by subsequent customers or users in the ways envisaged by the Contract. The Supplier hereby grants to Storm Procurement for use by Storm Procurement and its customers, an irrevocable, worldwide, royalty-free, perpetual, transferable, sub-licensable licence to use the Goods.

3.4 All Goods shall be subject to Storm Procurement's testing and inspection. Without prejudice to any rights that Storm Procurement may have (whether under the Contract, under statute or howsoever) in relation to the delivered Goods, Storm Procurement shall not be deemed to have accepted any Goods until after such testing and inspection has been completed to Storm Procurement's satisfaction. Payment for the Goods by Storm Procurement (in whole or in part) shall not constitute deemed acceptance.

3.5 Storm Procurement shall have the right to inspect and test the Goods at any time before delivery. The Supplier shall fully co-operate with any such request from Storm Procurement.

3.6 If following inspection or testing Storm Procurement considers that the Goods do not conform or are unlikely to comply with the Supplier's warranties at clause 3.1, Storm Procurement shall inform the Supplier in writing and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.7 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and Storm Procurement shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. DELIVERY

4.1 The Supplier shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition and without contamination;
- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered, and such

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other information relating to the Goods being delivered as Storm Procurement reasonably requires; and

(c) if the Supplier requires Storm Procurement to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

- (a) on the date specified in the Order, and time for delivery shall be of the essence;
- (b) carriage paid and inclusive of all charges for packaging, packing, shipping, insurance, carriage and delivery to the location as set out in the Order, or as instructed by Storm Procurement prior to delivery (Delivery Location); and
- (c) during Storm Procurement's normal business hours, or as instructed by Storm Procurement.

4.3 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.

4.4 Storm Procurement shall be entitled to reject any Goods delivered which are not in accordance with the Contract and it shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

4.5 The Supplier shall not deliver the Goods in instalments without Storm Procurement's prior written consent. Where Storm Procurement agrees to accept delivery by instalments, failure by the Supplier to deliver any one instalment in accordance with the Contract shall entitle Storm Procurement at its option to treat the whole Contract as repudiated.

5. REMEDIES

5.1 If the Goods are not delivered on the date they are due as referred to in clause 4.2(a), or do not comply with any terms of the Contract including the warranties set out in clause 3.1, then, without limiting any of its other rights or remedies, Storm Procurement shall be entitled to exercise any one or more of the following remedies at its discretion, whether or not it has accepted the Goods:

- (a) to terminate the Contract (in whole or in part);
- (b) to reject the Goods (in whole or in part) irrespective of whether some of the Goods comply with the Contract, and return them to the Supplier at the Supplier's own risk and expense, on the basis that a full refund is due for them from the Supplier to Storm Procurement;
- (c) to require the Supplier to repair or replace the rejected Goods within a reasonable time stipulated by Storm Procurement, or to provide a full refund of the price of the rejected Goods if paid;
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make (whether

under the Contract or another contract);

(e) to recover from the Supplier any costs reasonably incurred by Storm Procurement in obtaining substitute goods or repairs from a third party; and

(f) to claim damages for any other costs, losses, liabilities or expenses incurred by Storm Procurement which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract (including liabilities to Storm Procurement's customers, Storm Procurement's internal costs, downtime, cost of removal or destruction, and any storage costs and additional expenditure or liability incurred by Storm Procurement).

5.2 These Terms and Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

5.3 The Supplier shall keep Storm Procurement indemnified in full against all claims, liabilities, losses, costs, expenses, damages and charges (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or suffered or incurred or paid by Storm Procurement as a result of or in connection with:

- (a) any claim made against or liability incurred by Storm Procurement for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (b) any claim made against or liability incurred by Storm Procurement arising out of, or in connection with, the supply of the Goods, to the extent that such claim or liability arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors;
- (c) any claim made against or liability incurred by Storm Procurement for death, personal injury or damage to property arising out of, or in connection with, a defect in the design, quality or workmanship of the Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; or
- (d) any wilful abandonment, fraudulent or dishonest act or omission by the Supplier in respect of its obligations under the Contract.

This clause 5.3 shall survive termination or expiry of the Contract.

5.4 Nothing in these Terms and Conditions shall limit or exclude either Party's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the non-excludable obligations implied by law as to having title to supply goods; or
- (d) any other liability which cannot be excluded or limited by any applicable law.

5.5 Storm Procurement's rights and remedies under these Terms and Conditions are in addition to its rights and remedies implied by statute and common law.

6. TITLE AND RISK

6.1 Risk in the Goods shall pass to Storm Procurement on completion of delivery of the relevant Goods being delivered in accordance with these Terms and Conditions.

6.2 Title in the Goods shall pass to Storm Procurement on the earlier of: (a) completion of delivery of the relevant Goods being delivered in accordance with these Terms and Conditions; and
(b) Storm Procurement's payment of those Goods.

7. IMPORT AND EXPORT LICENCES

7.1 The Supplier is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as are required from time to time and, if required by Storm Procurement, the Supplier shall make those licences and consents available to Storm Procurement prior to the relevant delivery.

8. PRICE AND PAYMENT

8.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence.

8.2 The price of the Goods is exclusive of amounts in respect of value added tax (VAT) or any similar sales tax or any tax that replaces such sales taxes, but inclusive of the costs of delivery charges, customs, duties, packaging, packing, shipping, insurance and carriage of the Goods.

8.3 The Supplier shall not increase the price of the Goods (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of Storm Procurement.

8.4 On or after delivery of the Goods, the Supplier shall issue to Storm Procurement a valid VAT or similar sales tax invoice.

8.5 Storm Procurement shall pay correctly rendered invoices within 30 days from the end of the month in which it receives the relevant invoice.

8.6 Storm Procurement may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier.

9. RESALE

9.1 Storm Procurement shall be permitted to resell the Goods to any third party. By allowing resale, the Supplier agrees to confer a licence in relation to its Intellectual Property rights but does not exhaust its Intellectual Property Rights.

10. INSURANCE

10.1 The Supplier shall take out and maintain in full force and effect, with a reputable insurer, professional indemnity insurance, product liability insurance and public liability insurance to cover such heads of liability as may arise under or in connection with the Contract, with a limit of indemnity of not less than £5,000,000 for each and every claim.

10.2 The Supplier shall, on Storm Procurement's request, produce to Storm Procurement both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

10.3 The Supplier shall promptly inform Storm Procurement in writing if it becomes aware of any circumstance under which the insurance which the Supplier is required to maintain under this clause 10 ceases to be valid.

11. CONFIDENTIAL INFORMATION

11.1 A Party (the Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives or customer details or requirements, which are disclosed or made available to the Receiving Party by the other Party (the Disclosing Party), or by its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain (the Confidential Information). The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents, subcontractors, customers and advisers as need to know it for the purpose of discharging the Receiving Party's obligations or benefiting from the Receiving Party's rights under the Contract, and shall ensure that such employees, agents, subcontractors, customers and advisers are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 11 shall survive termination or expiry of the Contract.

11.2 The obligations of confidentiality in this clause 11 shall not extend to any matter which the Receiving Party can show:

- (a) is in, or has become part of, the public domain other than as a result of a breach of the confidentiality obligations of this clause 11; or
- (b) was in its written records prior to receipt; or
- (c) was independently developed by it; or
- (d) was independently disclosed to it by a third

party entitled to disclose the same and not subject to a confidentiality obligation.

11.3 If either Party is required to disclose the Confidential Information of the other Party under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction, then the Party so required may disclose the Confidential Information to the extent required but shall, prior to any disclosure where practicable and legally permissible, give the other Party as much warning thereof as practicable and inform in writing and consult with the other Party and, at the other Party's request and cost, fully co-operate with and assist that other Party in opposing any such disclosure.

12. TERMINATION

12.1 Either Party may terminate the Contract at any time with immediate effect (or following such notice period as it sees fit) by giving notice to the other Party if:

- (a) the other Party commits a material breach of its obligations under the Contract or any other contract between the Parties and (if such breach is remediable) fails to remedy that breach within seven days after receipt of notice of the breach;
- (b) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court that" did not appear in sections 123(1)(e) or 123(2);
- (c) the other Party begins negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors, other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- (d) the other Party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other Party (being a company, limited liability partnership or partnership), other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- (f) an application is made to court, or an order is made, for the appointment of an administrator or a notice of intention to appoint an administrator is given or an administrator is appointed over the other Party;
- (g) the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over all or any of the assets of the other Party or a receiver is appointed over all or any of the assets of the other Party;

- (i) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (j) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1 (b) to (i);
- (k) the other Party ceases, or threatens to cease, to carry on all or substantially the whole of its business;
- (l) the other Party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation; or
- (m) the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

12.2 On termination or expiry of the Contract for any reason:

- (a) the accrued rights and remedies of the Parties as at termination or expiry shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (b) clauses which expressly or by implication have effect after termination or expiry shall continue in full force and effect, including clauses 5.3, 10, 11 and 16.

13. FORCE MAJEURE

13.1 Neither Party shall be liable to the other Party, or deemed to be in breach of the Contract, for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control (including fire, flood, explosion, epidemic, pandemic (including COVID-19), riot, civil commotion, strike, lock-out of workmen, act of God, war, warlike hostilities or threat of war, terrorist activities) of that Party, and which by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable, provided that the Supplier shall use all reasonable endeavours to avoid the effects of the circumstances and to cure any such events or circumstances and resume performance under the Contract.

13.2 A Party claiming to be unable to perform its obligations under the Contract (either on time or at all) in any of the circumstances set out in clause 13.1 shall inform the other Party in writing of the nature and extent of the circumstances in question as soon as practicable.

13.3 This clause 13 shall cease to apply when such circumstances have ceased to have effect on the performance of the Contract and the Party affected shall give notice to the other Party that the circumstances have ceased.

13.4 If any circumstance relied on by either Party for the purpose of this clause 13 continues for more than four weeks, the other Party shall be entitled to terminate the Contract by giving notice to the other Party with immediate effect (or following such notice period as it sees fit).

14. PRODUCT RECALL

14.1 Each Party shall without delay inform the other Party in writing of any complaints or safety issue of which it becomes aware concerning the Goods and in accordance with timeframes required by Regulatory Requirements.

14.2 If a product recall is required by Regulatory Requirements or is deemed necessary by Storm Procurement, the Supplier shall promptly provide Storm Procurement with all necessary assistance to enable the product recall to be conducted efficiently and with due urgency either by Storm Procurement or the Supplier.

14.3 The Supplier shall be solely responsible for any and all costs (both direct and indirect) of any recalls of Goods incurred by the Parties, and the Supplier shall pay Storm Procurement for all such costs incurred by Storm Procurement upon demand.

14.4 The Parties shall in any case co-operate for all the recall procedures (at the Supplier's cost).

15. DISPUTES

15.1 Subject as may be provided elsewhere in the Contract, all disputes, differences or questions (a Dispute) arising in relation to the Contract shall be referred in the first instance to a Board Member of each Party who shall meet together and attempt to settle the dispute between themselves (acting in good faith) within one calendar month of the referral.

15.2 If the Board Members fail to resolve the dispute within the period of time described in clause 15.1, either Party may refer the Dispute to mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. The mediation shall be conducted by a single mediator appointed by mutual agreement, or (failing mutual agreement within seven days of a notice from either Party to the other calling upon the other so to agree) by the Centre for Dispute Resolution. Both Parties agree to co-operate fully with such mediator, provide such assistance as is necessary to enable the mediator to discharge his duties, and to bear equally between them the fees and expenses of the mediator.

15.3 The mediation shall be conducted in London, England in English. The mediation shall be conducted without prejudice to the rights of any of the Parties in future proceedings.

15.4 If the matter has not been resolved by a mediation

procedure within 60 days following referral of the Parties to the CEDR procedure or if the Dispute cannot be resolved using the processes and procedures set out above, then it shall be resolved by reference to the courts or arbitration in accordance with clause 16.8 (governing law and jurisdiction).

15.5 In any event, if either Party does not agree with any Dispute being referred for mediation or determination in accordance with this clause 15, then the Dispute shall be determined by the courts or arbitration under clause 16.8. For the avoidance of doubt, either Party may apply to the court or initiate proceedings without recourse to the process in this clause 15.

16. GENERAL

16.1 Assignment and subcontracting

(a) Storm Procurement may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract to any third party.

(b) The Supplier shall not, without the prior written consent of Storm Procurement, assign, transfer, novate, subcontract, charge or otherwise encumber, create any trust over or deal in any other manner with, all or any of its rights, liabilities or obligations under the Contract.

16.2 Notices

(a) Any notice required or authorised to be given under the Contract shall be in writing and shall be served by personal delivery or by letter sent by a generally commercially recognised international express courier or by email to the relevant Party at its registered office (if a company) or (in any other case) its principal place of business or its email address stated in the Contract or at such other address or email address as is notified by the relevant Party to the other Party for this purpose from time to time or at the address of the relevant Party last known to the other Party.

(b) Any notice so delivered personally shall be deemed served at the time of delivery and any notice so given by commercial courier shall be deemed to have been served at 10am in the place of receipt two Business Days after the same shall have been despatched, and in proving such service it shall be sufficient to prove that the letter was properly addressed, and despatched and delivered. Any notice so given by email shall be deemed to have been served at 10am local time of the recipient on the next Business Day following despatch and in proving such service, it shall be sufficient to prove that the email was despatched in a legible and complete form to the correct email address without any error message, provided that a confirmation copy of the transmission is despatched within four Business Days to the recipient by one of the other methods of delivery of notice set out above. Failure to send a confirmation copy shall invalidate the service of notice by email.

(c) This clause 16.2 shall not apply to the service of any proceedings or other documents in any legal action.

16.3 Waiver and cumulative remedies

(a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

16.4 Severance

(a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

16.5 No Partnership. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the Parties, nor constitute either Party the agent of the other Party for any purpose. Neither Party shall have authority to act as agent for, or to bind, the other Party in any way.

16.6 Third party rights. A person who is not a Party to the Contract shall not have any rights under or in connection with it.

16.7 Variation. Except as set out in the Contract, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by an authorised representative of each Party.

16.8 Governing law and jurisdiction:

(a) The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or its formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of England and Wales.

(b) If both Parties are domiciled in the European Union or the United Kingdom, then the Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or in connection with the Contract or its subject matter or its formation (including non-contractual disputes or claims).

(c) If one or more of the Parties is domiciled outside

of the European Union and the United Kingdom, any claim, dispute or matter of difference which may arise out of or in connection with the Contract or its subject matter or its formation (including non-contractual disputes or claims) shall be exclusively referred to and finally resolved by arbitration under the LCIA Rules. Those Rules are deemed to be incorporated by reference into this clause 16.8. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.

(d) All dealings, correspondence and contacts between the Parties shall be made or conducted in the English language.

(e) For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to the Contract. The international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (Incoterms) shall apply but where they conflict with the Contract, the Contract shall prevail.

17 BRIBERY AND ANTI-CORRUPTION

17.1 The Parties both agree that it is important that they comply with all relevant Regulatory Requirements (including the Bribery Act 2010) relating to anti-bribery and anti-corruption.

17.2 The Supplier shall:

(a) fully adhere to all of the Policies relating to anti-bribery and anti-corruption policies and procedures;

(b) maintain and fully adhere to its own anti-bribery and anti-corruption policies and procedures based on its own assessed risks; and

(c) ensure that all persons associated with the Supplier (including the Supplier's directors, officers, employees, consultants or contractors, agents or other representatives) fully adhere to the policies and procedures described in clause 17.2 (a) and (b) and comply with this clause 17.

17.3 The Supplier warrants that it and its directors, officers, employees, consultants or contractors, agents or other representatives have not offered, promised, given, paid, requested, agreed to receive, received or accepted, any bribe, or anything that at law could be considered to be a bribe, at any time (whether or not in respect of its relationship with Storm Procurement).

17.4 The Supplier further undertakes that it shall not at any time offer, promise, give, pay, request, agree to receive, receive or accept, any bribe, or anything that at law could be considered to be a bribe, at any time (whether or not in respect of its relationship with Storm Procurement).

17.5 The Supplier shall in any event use all reasonable endeavours to prohibit and prevent any bribe, or anything that at law could be considered to be a bribe (including any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in

the UK), being offered, promised, given, paid, requested, agreed to be received, received or accepted by any person acting, directly or indirectly, on behalf of the Supplier or Storm Procurement.

17.6 The Supplier shall inform Storm Procurement immediately and with full details upon reaching any suspicion that:

- (a) a bribe has been offered, promised, given, paid, requested, agreed to be received, received, or accepted at any time by any person acting, directly or indirectly, on behalf of the Supplier or Storm Procurement; or
- (b) any policies or procedures referred to in this clause 17 have not been complied with; or
- (c) any Regulatory Requirements relating to anti-bribery or anti-corruption have not been complied with.

17.7 The Supplier shall immediately inform Storm Procurement in writing if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier and the Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of the Contract).

17.8 Breach of this clause 17 shall be deemed a material breach under clause 12.1(a). For the purpose of this clause 17, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 17, a person associated with the Supplier includes any subcontractor of the Supplier.

17.9 Without prejudice to Storm Procurement's rights to terminate the Contract, Storm Procurement may in any event or alternatively require that any person whom it reasonably suspects is causing the Supplier to breach this clause 17 is removed from involvement with the Contract, and the Supplier shall immediately comply with such requirement.

18 ANTI-FACILITATION OF TAX EVASION

18.1 The Supplier shall, and shall procure that the Supplier's directors, officers, employees, consultants, contractors, agents and other representatives shall:

- (a) not engage in any activity, practice or conduct which would constitute either:
 - (i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act; or
 - (ii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
- (b) fully adhere to all of the Policies relating to anti-facilitation of tax evasion;
- (c) maintain and fully adhere to its own policies and procedures as are reasonable in all the circumstances to

prevent the facilitation of tax evasion by another person (including the Supplier's directors, officers, employees, consultants, contractors, agents and other representatives), in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017;

- (d) promptly report to Storm Purchaser any request or demand received by the Supplier or the Supplier's directors, officers, employees, consultants, contractors, agents and other representatives from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of the Contract; and
- (e) ensure that all persons associated with the Supplier (including the Supplier's directors, officers, employees, consultants, contractors, agents and other representatives) fully adhere to the policies and procedures described in clauses 18.1 (b) and (d) and comply with this clause 18.

18.2 Breach of this clause 18 shall be deemed a material breach under clause 12.1(a).

18.3 Without prejudice to Storm Procurement's rights to terminate the Contract, Storm Procurement may in any event or alternatively require that any person whom it reasonably suspects is causing the Supplier to breach this clause 18 is removed from involvement with the Contract, and the Supplier shall immediately comply with such requirement.

19 ANTI-SLAVERY AND HUMAN TRAFFICKING

19.1 The Supplier warrants that neither it nor any of its directors, officers, employees, consultants, contractors, agents or other representatives have been convicted of any offence involving slavery and human trafficking; nor have been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

19.2 In performing its obligations under the Contract, the Supplier shall:

- (a) comply with all Regulatory Requirements pertaining to anti-slavery and human trafficking from time to time in force including the Modern Slavery Act 2015;
- (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
- (c) use all reasonable endeavours to avoid any slavery or human trafficking taking place in its supply chain;
- (d) include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this clause 19;
- (e) inform Storm Procurement immediately in writing if it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Contract;

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(f) inform Storm Procurement immediately in writing if it becomes aware or has reason to believe that it, or any of its directors, officers, employees, consultants, contractors, agents or other representatives, have breached or potentially breached any of the Supplier's obligations under this clause 19, such communication to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations; and

(g) maintain a complete set of records to trace the supply chain of all Goods provided to Storm Procurement in connection with the Contract, and permit Storm Procurement and its representatives to inspect the Supplier's premises, records, and to meet the Supplier's directors, officers, employees, consultants, contractors, agents or other representatives to audit the Supplier's compliance with its obligations under this clause 19.

19.3 Breach of this clause 19 shall be deemed a material breach under clause 12.1(a).