

## **SEGRO** TERMS AND CONDITIONS OF PURCHASE

### 1. INTERPRETATION

1.1 In these Conditions, the following definitions apply:

“SEGRO” means the SEGRO company contracting for the Goods and/or Services as stated on the front of the Order.

“Competent Authority” means any court of competent jurisdiction and any national or supra-national agency, inspectorate, minister, ministry, official, local authority, public or statutory person (whether autonomous or not) of the government of the United Kingdom.

“Conditions” means these standard terms and conditions of purchase set out in this document and (unless the context requires otherwise) includes any Special Conditions agreed in writing between SEGRO and the Supplier as stated in the Order.

“Contract” means the contract between SEGRO and the Supplier for the supply of Goods and/or Services set out in the Order in accordance with the Conditions.

“Data Controller” (or “Controller”), “Data Processor” (or “Processor”), “Data Subject”, “Personal Data”, “Processing”, and “Sensitive Personal Data” (or special categories of Personal Data) all have the meanings given to those terms in the Data Protection Laws (and related terms such as “Process” and “Processed” shall have corresponding meanings).

“Data Protection Laws” means any law, enactment, regulation, regulatory policy, by law, ordinance or subordinate legislation relating to the processing, privacy, and use of Personal Data, that applies to the provision of the Services, including:

- (a) any laws or regulations implementing EU Directives 95/46/EC (Data Protection Directive) or 2002/58/EC (ePrivacy Directive);
- (b) the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679);
- (c) the Data Protection Act 2018; and
- (d) any judicial or administrative interpretation of any of the above, and any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority,

in each case, as in force and applicable.

“Deliverables” all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

“Goods” means the goods, technology, products, technical data, spare parts, all associated support and all other things to be supplied by the Supplier to SEGRO in accordance with the Order.

“Intellectual Property” includes patents, inventions, know-how, get-up, utility models, moral rights, trade secrets and other confidential information, registered designs, copyrights (including future copyrights), database rights, design rights, semiconductor topography rights, trade marks, trade dress, service marks, logos, domain names, business names, trade names, moral rights and the style of presentation of goods or services, and all registrations or applications to register any of the aforesaid items, rights in the nature of any of the such items in any country or jurisdiction in the world (whether or not registered or capable of registration) and rights to sue for passing-off.

“Legal Requirements” means any legislation, law, proclamation, decision, rule, regulation, order, resolution, notice, rule of court, bye-law, directive, statute, statutory instrument, standards, codes of conduct or other instrument or requirement having the force of law by whomsoever made, issued, declared, passed or otherwise enacted, created or given effect by, without limitation, any court or other judicial forum, any coroner or commission of inquiry, any local authority or any statutory undertaker or other Competent Authority or any other person having such power related to or affecting the Goods and/or Services.

“Order” means the purchase order placed by SEGRO with the Supplier for the supply of the Goods and/or Services;

“Price” means the price payable for the Goods and/or Services as set out in the Order.

“Services” means any services to be provided by the Supplier in accordance with the Order including any services provided ancillary to the supply of Goods.

“Special Conditions” means any additional or special conditions as stated in writing on the Order.

“Specification” means the quantity, quality and description of the Goods and the Services, incorporating any plans, drawings, data, ISO, EN or BS standards or other information relating to the Goods or Services as set out in or attached to the Order.

“SRM” means the SEGRO Supplier Relationship Management System.

"Supervisory Authority" any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering the Data Protection Laws.

“Supplier” means the supplier of the Goods and/or Services as defined on the Order.

## 1.2 In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase containing the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms; and
- (e) a reference to **writing** or **written** includes faxes and e-mails.

## TERMS AND CONDITIONS OF PURCHASE

2. An Order constitutes an offer (“**Offer**”) by SEGRO to purchase the Goods and/or the Services set out in the Order in accordance with and subject to the Conditions which shall apply to the Contract to the exclusion of any other, and any terms or conditions (whether or not in conflict or inconsistent with these Conditions), contained or referred to in any quotation, acknowledgement or other documentation submitted by the Supplier or in correspondence or elsewhere (including any terms or conditions which the Supplier purports to apply under or endorsed on, delivered with, contained or referred to in the Supplier’s invoice, delivery

notice or other document) or implied by trade custom, practice or course of dealing and any purported provisions to the contrary are hereby excluded and/or extinguished and the Supplier agrees that any similar provision in its own terms and conditions shall be of no effect.

3. In entering into the Contract, SEGRO has relied upon information submitted by the Supplier and as held in the SRM at the date of Order ("**Supplier Information**") and the Supplier warrants that the Supplier Information is accurate and complete. If during the continuance of the Contract any Supplier Information is found (in the reasonable opinion of SEGRO) to be inaccurate, invalid, incomplete or misleading, SEGRO shall at its sole discretion have the right to suspend or cancel the Order and/or recover the costs and losses incurred by SEGRO in sourcing suitable replacement Goods or Services from an alternative supplier or in fulfilling the requirements of the Order through its own resources or other means. The Supplier undertakes to notify SEGRO of any circumstances arising which may affect or render inaccurate or invalid any Supplier Information and in the event of any Supplier Information proving to be inaccurate, invalid, incomplete or misleading the Supplier will as soon as reasonably possible correct the Supplier Information.

In the event of any failure by the Supplier to comply with the Supplier Information from time to time (including expiry of any time limited compliance), this may prevent or delay payment by SEGRO until such time as the Supplier has remedied the default and, in such circumstances, any delay in payment shall not constitute a breach of the Contract by SEGRO and shall not give rise to any liability on the part of SEGRO to pay interest or any other additional costs.

4. No variation to the Order or these Conditions shall be binding unless agreed in writing prior to delivery or performance and signed by or on behalf of each of the Supplier and SEGRO. No other action on the part of SEGRO, whether by accepting Goods or Services or otherwise, shall be construed as an acceptance of any other conditions.

Without prejudice to the foregoing, any Special Conditions referred to in the Order shall be incorporated into the Contract and in the event of any conflict shall take precedence over these Conditions but only to the extent of any conflict.

5. Any Order placed by SEGRO shall be treated in all respects as confidential and the Supplier shall not make use of the name of SEGRO or make any other reference to the Order for publicity or any other purpose without the express prior written permission of SEGRO

6. No Order is binding on SEGRO unless and until the Supplier accepts the Offer, expressly and unconditionally by giving notice of acceptance. SEGRO is free to withdraw any Offer prior to receipt of such notice of acceptance of the Offer. Without prejudice to the foregoing, a Contract shall only come into existence upon the earlier of: (a) receipt by SEGRO of such acceptance; or (b) any act by the Supplier consistent with commencing work in connection with the Order. For the avoidance of doubt, no relationship of exclusivity or any minimum purchase or future purchase obligations are implied and shall not be assumed by either party pursuant to these Conditions or the Order.

7. All Goods must be delivered DDP (as defined by Incoterms 2010) to and unloaded at the address stated on the Order ("Delivery Address"). All Prices set out in the Order include all packing, crates, packaging, delivery and unloading. Goods shall be properly packed and secured so as to reach their destination in an undamaged condition. Goods remain at the Supplier's risk until unloaded at the Delivery Address during SEGRO's normal working hours. Title in the Goods passes to SEGRO on proper delivery to the Delivery Address, whether or not SEGRO has made payment in respect of them, unless full or partial payment of the Goods is made prior to delivery, in which case title passes to SEGRO once any payment has been made.

8. Time is of the essence for delivery of the Goods or performance of the Services. If the Supplier fails to deliver the Goods or perform the Services ordered by SEGRO in full within the period specified, then the Supplier shall on demand indemnify SEGRO against any losses, costs, expenses, claims or damages directly or indirectly attributable to the delay or failure to deliver or perform.

9. The Supplier warrants to SEGRO that the Goods and any Deliverables will be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier in writing at the time the Order is placed or prior thereto, will be free from defects in design, material and workmanship and all Goods, Deliverables and Services will correspond with any relevant Specification and will comply with all Legal Requirements and the latest applicable European Standards where such exist or, where European Standards do not exist, the latest applicable specification of the International Standards Organisation or the British Standards Institute relating to the Goods. The Supplier further warrants to SEGRO that the Services will be provided with the highest level of professional skill, care and diligence and in a good and workmanlike manner, and in accordance with best industry practice. SEGRO's rights under these Conditions are in addition to any conditions, warranties or other terms implied under statute or common law.

10. No increase in the Price set out in the Order may be made, whether on account of increased material, labour or transport costs or otherwise, without the prior written consent of SEGRO. Unless otherwise agreed in writing, the Supplier may invoice SEGRO at any time after proper delivery of the Goods or proper performance of the Services (as applicable) by submitting an invoice in accordance with the instructions stated on the Order. SEGRO reserves the right to reject an invoice at any time but otherwise will pay the Price within 30 days from the date of receipt of a valid VAT invoice but time for payment is not of the essence. Without prejudice to any other right or remedy, SEGRO is entitled to set off against the Price any sums owed to SEGRO by the Supplier. If SEGRO fails to pay the Price within 60 days from the date of a correctly submitted invoice, other than in the case of a bona fide dispute or in the event of the Supplier's failure to comply with the Supplier Information as outlined in clause 3, SEGRO shall pay interest on the overdue sum from the date payment was due at a rate of 2% above the UK base rate from time to time of National Westminster Bank plc.

11. SEGRO and/or its representatives shall be entitled to inspect and test the Goods following delivery or at any stage of their production or storage at the premises of the Supplier or any third party prior to their despatch and the Supplier shall provide all facilities reasonably required for same. Such inspection shall not relieve the Supplier of any of its responsibilities under the Contract, whether implied or expressly stated.

If as a result of inspection or testing, SEGRO advises the Supplier of any concerns or dissatisfaction, the supplier shall at no extra cost to SEGRO take such steps as are necessary to ensure compliance with the Contract and Specification prior to despatch. Save where explicitly agreed in writing, no extension of time for delivery shall be granted or implied

If within 18 months of delivery of the Goods or performance of the Services, or such longer period as may be stated in the Order, SEGRO gives written notice to the Supplier of any defect in the Goods, Deliverables or Services arising under proper use from faulty design, materials or workmanship, the Supplier shall at its own cost and at SEGRO's option, immediately, and without prejudice to any other right of SEGRO, replace or repair the defective Goods or Deliverables and/or re-perform the applicable Services or refund the Price. These Conditions shall also apply to any repaired or replacement Goods or Deliverables supplied by the Supplier and any re-performed Services.

The rights and remedies set out in these Conditions are in addition to the rights and remedies available to SEGRO in relation to description, quality and fitness for purpose implied into these Conditions by statute (including the Sale of Goods Act 1979).

12. All Goods delivered shall be subject to subsequent inspection and acceptance by SEGRO, irrespective of any conflicting wording on documentation accompanying or relating to the delivery of the Goods. Any signature or other acknowledgement of delivery by any SEGRO employee or agent shall be deemed to be acknowledgement of receipt of a delivery only and shall not signify acceptance nor the correctness of the Goods.

If the Goods are to be delivered or the Services are to be performed by instalments, the Contract shall be treated as a single contract and not severable. SEGRO shall not be obliged to accept part or short delivery.

Without prejudice to any other right or remedy, SEGRO shall have the right to reject any Goods or Services (including any Deliverables provided as part of the Services) which have been supplied not in accordance with the Contract. Upon rejection, the Supplier shall, within 7 days, refund to SEGRO all payments made (whether full or partial payments) and, at SEGRO's sole option, shall without delay replace, repair or rework the rejected Goods or Deliverables.

In the event of any breach by the Supplier, SEGRO reserves the right to obtain substitute Goods or Deliverables and/or Services from a third party supplier, or have defective Goods repaired or resupplied by a third party and all costs incurred by SEGRO in so doing shall be reimbursed by the Supplier upon demand.

13. SEGRO may terminate immediately on notice without liability any Order which has in whole or in part not been fully and properly performed by the Supplier. Furthermore, SEGRO may cancel an Order, even following acceptance, without cause on 10 days written notice to the Supplier, in which event SEGRO's sole liability shall be to pay a reasonable sum to the Supplier for Goods delivered or in a completed state or Services provided (including any Deliverables provided) up to the date of notice of termination or cancellation. Under no circumstances shall the total of all payments made by SEGRO exceed the value of the Order.

14. The Supplier shall indemnify SEGRO against any and all claims, liability, loss, damage, costs and expenses awarded against or incurred by SEGRO as a result of or in connection with any breach of any warranty given by the Supplier in relation to the Goods or the Services.

15. Without limiting the Supplier's liability under this Contract, the Supplier shall obtain and maintain at a minimum the following insurance cover: third party (including public liability); product liability; professional indemnity; employer's liability and any other insurance required by statute, each to a level and for a period sufficient to cover the risks associated with this Contract and in any event to a level in accordance with good industry practice, or, where higher, such levels as are stated in the Supplier's submissions in the SRM, as at the date of the Order. Upon the reasonable request of SEGRO, the Supplier shall provide copies of relevant insurance certificates to prove compliance with this clause 15. The Supplier shall immediately inform SEGRO of anything which might affect the insurance cover.

16. SEGRO shall not be liable for any consequential or indirect loss or for any direct or indirect loss of profits, business revenue, goodwill, expectation or anticipated income or savings incurred by the Supplier directly or indirectly as a result of termination, cancellation or any breach of these Conditions by SEGRO or SEGRO's negligence or the operation of any of the provisions of these Conditions. Nothing in the Contract shall exclude or limit either party's liability for fraud or for death or personal injury caused by that party's negligence.

17. The Supplier warrants that it shall not engage in acts or transactions in violation of any applicable anti-bribery legislation in relation to SEGRO business (including the Bribery Act 2010).

18. The Supplier shall take all necessary steps to ensure compliance with the Modern Slavery Act 2015 and, where applicable, shall provide a copy of its latest slavery and human trafficking statement to SEGRO upon request and not more than 30 days after such request.

The Supplier warrants that it shall take all reasonable steps to ensure that slavery and human trafficking as defined under the Modern Slavery Act 2015 has not taken place in any part of its own business or in any of its supply chains.

The Supplier shall indemnify SEGRO on demand from and against all losses, claims, liability, costs, damages, fines or expenses (including all legal costs) incurred or suffered by SEGRO (including reputational damage) as a result of a breach of this clause 18 by the Supplier (including its employees, agents, sub-contractors or suppliers).

19.1. For the purposes of the Data Protection Laws, SEGRO is "Data Controller" and the Supplier "Data Processor".

19.2. Both parties will comply with all applicable requirements of the Data Protection Laws and in particular the Supplier shall

- (a) process Personal Data only on written instructions from SEGRO;
- (b) ensure it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing and accidental loss or damage to Personal Data;
- (c) ensure all its personnel with access to Personal Data are obliged to keep such data confidential;
- (d) not transfer Personal Data outside the European Economic Area without SEGRO's written consent and without ensuring all relevant Data Protection Laws conditions are met;
- (e) assist SEGRO to respond to requests from Data Subjects and notify it without delay of any Personal Data breach;
- (f) assist SEGRO to ensure its compliance with its obligations in relation to security of processing and data protection impact assessments;
- (g) provide SEGRO with all information necessary to ensure both parties' compliance with their obligations under the Data Protection Laws;
- (h) submit to audits and inspections;
- (i) inform SEGRO immediately if it receives instructions requiring it to do anything in breach of Data Protection Laws or any other data protection law of any EU Member State;
- (j) delete all Personal Data and copies upon completion of the Contract except as required by law.

19.3. For processing of Personal Data in connection with the Contract: duration is the period of performance of the Contract; subject matter, nature and purpose is sharing data to allow performance of the Contract; types of Personal Data are names, addresses and email addresses; and categories of Data Subject are Supplier contact details and SEGRO employee details.

20. No waiver by SEGRO of any breach of these Conditions by the Supplier will be considered as a waiver of any subsequent breach of the same or any other provision and no action taken by SEGRO in respect of a breach will be deemed to bind SEGRO to take the same action in respect of future breaches.

21. If any provision of these Conditions is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of these Conditions will remain in full force and effect and will not in any way be impaired. If any provision of these Conditions is held to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with the minimum modification necessary to make it valid and enforceable.

22. Neither party shall be liable to the other for any default under the Contract caused by war, fire, flood, riot, drought, governmental action, epidemic, pandemic or act of God or any other event outside the reasonable control of a party ("Force Majeure Event") provided that the Supplier must immediately inform SEGRO of the existence of any Force Majeure Event and SEGRO is entitled to cancel the Order (or any part of it) without liability and without prejudice to its other rights and obligations where the Force Majeure Event subsists for a period of 10 days or more. SEGRO reserves the right to defer the date of delivery or to cancel the Order or to reduce the volume of the Goods or the scope of the Services ordered if either party suffers a Force Majeure Event.

23. The Supplier shall not acquire nor retain or appropriate for its own use, any right, title or interest in SEGRO's Intellectual Property. The Supplier shall not take any action which may impair in any way any right, title or interest in SEGRO's Intellectual Property.

All rights in the Intellectual Property created by either party in performance of their obligations under the Contract, or in association therewith ("**Foreground IP**"), shall vest exclusively in SEGRO.

The Supplier shall obtain waivers of all moral rights in the Goods, any Deliverables, or the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

Each party shall remain the sole owner of all Intellectual Property developed or acquired before the Order date ("**Background IP**"), save where the Order explicitly states that the Price includes consideration for the transfer of such rights to SEGRO.

The Supplier hereby grants to SEGRO a non-exclusive, perpetual, worldwide, irrevocable, royalty-free licence to exploit any Background IP needed for the use of the Goods by SEGRO and to sub-licence the same for use of the Goods by SEGRO and its customers. The Supplier warrants that it has the right to grant such licence.

The Supplier represents, warrants and undertakes that the Goods and/or the Services (including any Deliverables) will be, so far as it does not comprise material originating from SEGRO, its employees, agents or sub-contractors, original works of authorship and its use or possession by SEGRO will not subject SEGRO to any claim for infringement of any Intellectual Property Rights of any third party.

The Supplier undertakes to defend SEGRO from and against any claim or action that the use or possession of the Goods, Services or Deliverables or any part of them infringes the Intellectual Property Rights of a third party ("**IPR Claim**") and shall indemnify SEGRO from and against any losses, damages, costs (including legal fees) and expenses incurred by or awarded against SEGRO as a result of or in connection with any IPR Claim.

The Supplier shall, at its own expense, take all steps and sign all deeds and documents necessary to vest in SEGRO the rights referred to in this clause 23.

24. Without limiting its other rights or remedies, SEGRO may terminate the Contract with immediate effect and without liability by giving written notice to the Supplier if:

- (a) the Supplier commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 calendar days of receipt of notice in writing to do so;
- (b) the Supplier 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 (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the Supplier commences 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 its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- (d) 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 Supplier (being a company) other than for the sole

purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

- (e) the Supplier (being an individual) is the subject of a bankruptcy petition or order;
- (f) a creditor or encumbrancer of the Supplier 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;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);
- (h) the holder of a floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- (j) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 24(c) to clause 24(j) (inclusive).

25. The Contract is personal to the Supplier. The Supplier shall not, without the specific prior written consent of SEGRO, subcontract, assign or transfer or purport to assign or transfer any of its rights or obligations under this Contract. The Supplier shall at all times remain liable for the fulfilment of its obligations under this Contract notwithstanding any subcontracting of such obligations.

26. Any notice or other communication required under this agreement must be in writing and service must be by one of the following methods:

- (a) personally (when service shall be effective on delivery); or
- (b) by recorded delivery (when service shall be effective on delivery); or
- (c) by email (when service shall be effective on delivery).

Addresses for service are those set out in the Order or any other address that one party has notified to the other party in accordance with this clause 26.

26. These Conditions and any dispute or claim arising out of or in connection with them or their subject matter, whether of a contractual or non-contractual nature, shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract.

27. Save for any member of SEGRO's Group referred to in the Order on whose behalf SEGRO is stated to be contracting nothing in the Contract confers any rights on any person under the Contracts (Rights of Third Parties) Act 1999.



