

## Wilko standard Supplier Terms and Conditions (GNFR)

### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

#### 1.1 Definitions:

**Business Day:** a day (other than a Saturday or Sunday) on which banks are ordinarily open for business in the city of London.

**Commencement Date:** has the meaning given in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 18.8.

**Contract:** the contract between Wilko and the Supplier for the supply of Goods and/or Services in accordance with these Conditions and the Order.

**Control:** In relation to a body corporate "control" means the power of a person to secure by means of the holding of shares or the possession of voting power in relation to that or any other body corporate, or as a result of any powers conferred by the articles of association or other document regulating that or any other body corporate, that the affairs of the company are conducted in accordance with that person's wishes.

In relation to a partnership, "control" means the right to a share of more than half the assets, or of more than half the income, of the partnership. The expression **change of control** shall be construed accordingly.

**Controller:** shall be interpreted as in accordance with the term "Controller" in the Data Protection Legislation.

**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 drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

**Force Majeure Event:** shall be deemed to include any event(s) or combination of events adversely affecting the ability of either Party to perform its obligations under this Contract where such event arises from or is attributable to acts, events, omissions or accidents that were not reasonably foreseeable and beyond the reasonable control of the relevant Party (and which the relevant Party did not contribute to) including (without limitation) fire, war, riot, or rebellion, lock-outs, but excluding any industrial dispute affecting the Supplier or its Subcontractors and the mere shortage of material, equipment, labour or supplies and any event or other consequences arising as a result of or in connection with the full or partial withdrawal of the United Kingdom from the European Union.

**Goods:** the goods (or any part of them) set out in the Order.

**Goods Specification:** the specification for the Goods as set out in the Goods Specification on the Order.

**Group:** in relation to a Party, any subsidiary undertaking of it, any holding company of it and any subsidiary undertaking of any such holding company.

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography 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 for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Order:** Wilko's order for the supply of Goods and/or Services, as set out in Wilko's purchase order form overleaf.

**Party:** Wilko or the Supplier (as the case may be) and "Parties" means Wilko and the Supplier.

**Personal Data:** shall have the same meaning as in the Data Protection Legislation.

**Process/Processing:** shall have the same meaning as in the Data Protection Legislation.

**Services:** the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

**Service Specification:** the description or specification for Services as set out in the Services Specification on the Order.

**Subcontract:** any contract between the Supplier and any Third Party, whereby that Third Party agrees to provide the Services or any part of them.

**Subcontractor:** means any subcontractor of the Supplier engaged by the Supplier under a Subcontract.

**Supplier:** the Supplier entity identified in the Order.

**Third Party:** any entity that is not a party to this Contract.

**Wilko:** The Wilko entity identified in the Order.

**Wilko Affiliate:** an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Wilko, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

**Wilko Background IPR:** Intellectual Property Rights owned or licensed by Wilko that are in existence prior to the date of the Contract or created independently of the Contract.

**Wilko Materials:** has the meaning set out in clause 5.3.10.

#### 1.2 Interpretation:

1.2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision;

1.2.2 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and

1.2.3 A reference to **writing** or **written** includes email (provided such email is sent to a valid email address and does not receive / generate any error message in sending; and/or ii) not sent to an incorrect recipient; and/or iii) does not receive any form of bounce-back (including an "out of office response") following sending) and excludes faxes.

### 2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by Wilko to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

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

2.2.1 the Supplier issuing written acceptance of the Order; or  
2.2.2 any act by the Supplier consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence ("**Commencement Date**").

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

### 3. SUPPLY OF GOODS

3.1 The Supplier shall ensure that the Goods shall:

3.1.1 correspond with their description;

3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Wilko, expressly or by implication, and in this respect Wilko relies on the Supplier's skill and judgement;

3.1.3 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 24 months after delivery; and

3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

3.3 Wilko may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

3.4 If following such inspection or testing Wilko considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, Wilko shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.5 Wilko may conduct further inspections and tests after the Supplier has carried out its remedial actions.

### 4. DELIVERY OF GOODS

4.1 The Supplier shall ensure that:

4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

4.1.2 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

4.1.3 it states clearly on the delivery note any requirement for Wilko to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

4.2.1 on the date specified in the Order or, if no such date is specified, then within 2 days of the date of the Order;

4.2.2 to Wilko's premises at the location as is set out in the Order or as instructed by Wilko before delivery ("**Delivery Location**"); and

4.2.3 during Wilko's normal hours of business, or as instructed by Wilko.

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

4.4 If the Supplier:

4.4.1 delivers less than 95% of the quantity of Goods ordered, Wilko may reject the Goods; or

4.4.2 delivers more than 105% of the quantity of Goods ordered, Wilko may at its sole discretion reject the Goods or the excess Goods,

and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and Wilko accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

4.5 The Supplier shall not deliver the Goods in instalments without Wilko's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Wilko to the remedies set out in clause 6.

4.6 Title and risk in the Goods shall pass to Wilko on completion of delivery.

### 5. SUPPLY OF SERVICES

5.1 The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to Wilko in accordance with the terms of the Contract.

5.2 The Supplier shall meet any performance dates for the Services specified in the Order or that Wilko notifies to the Supplier and time is of the essence in relation to any of those performance dates.

5.3 In providing the Services, the Supplier shall:

5.3.1 co-operate with Wilko in all matters relating to the Services, and comply with all instructions of Wilko;

5.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

5.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

5.3.4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification and that the Deliverables shall be fit for any purpose that Wilko expressly or impliedly makes known to the Supplier;

5.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

5.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Wilko, will be free from defects in workmanship, installation and design;

5.3.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;

5.3.8 comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services;



- 5.3.9 observe all health and safety rules and regulations and any other security requirements that apply at any of Wilko's premises;
- 5.3.10 hold all materials, equipment and tools, drawings, specifications and data supplied by Wilko to the Supplier ("Wilko Materials") in safe custody at its own risk, maintain Wilko Materials in good condition until returned to Wilko, and not dispose or use Wilko Materials other than in accordance with Wilko's written instructions or authorisation;
- 5.3.11 not do or omit to do anything which may cause Wilko to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Wilko may rely or act on the Services;
- 5.3.12 the Supplier acknowledges and accepts that the Services are or may (in each case, at the direction of Wilko) be provided to or for the benefit of Wilko Affiliates. Such Wilko Affiliates shall have the benefit of the rights, including but not limited to licences (subject to any applicable obligations) of Wilko under this Contract. Any reference in this Contract to Wilko benefitting from the Services shall be interpreted as extending to Wilko Affiliates; and
- 5.3.13 comply with any additional obligations as set out in the Service Specification.
- 6. WILKO REMEDIES**
- 6.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, Wilko shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:
- 6.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 6.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- 6.1.3 to recover from the Supplier any costs incurred by Wilko in obtaining substitute goods and/or services from a Third Party;
- 6.1.4 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and
- 6.1.5 to claim damages for any additional costs, loss or expenses incurred by Wilko which are in any way attributable to the Supplier's failure to meet such dates.
- 6.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, Wilko shall have one or more of the following rights, whether or not it has accepted the Goods and Wilko may exercise any one or more of the following remedies:
- 6.2.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 6.2.2 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- 6.2.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- 6.2.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- 6.2.5 to recover from the Supplier any expenditure incurred by Wilko in obtaining substitute goods from a Third Party; and
- 6.2.6 to claim damages for any additional costs, loss or expenses incurred by Wilko arising from the Supplier's failure to supply Goods in accordance with clause 3.1.
- 6.3 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 6.4 Wilko's rights under the Contract are in addition to its rights and remedies implied by statute and common law.
- 7. WILKO'S OBLIGATIONS**
- 7.1 Wilko shall:
- 7.1.1 provide the Supplier with reasonable access at reasonable times to Wilko's premises for the purpose of providing the Services; and
- 7.1.2 provide such necessary information for the provision of the Services as the Supplier may reasonably request .
- 8. CHARGES AND PAYMENT**
- 8.1 The price for the Goods:
- 8.1.1 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 at the Commencement Date; and
- 8.1.2 shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by Wilko.
- 8.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Wilko, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 8.3 In respect of the Goods, the Supplier shall invoice Wilko on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice Wilko on completion of the Services. Each invoice shall include such supporting information required by Wilko to verify the accuracy of the invoice, including but not limited to the relevant purchase order number. any invoice sent by the supplier to wilko shall be sent electronically to the following email address [financial.accounts@wilko.com](mailto:financial.accounts@wilko.com). all invoices should include the following information - Unique Invoice Number, Invoice Date, the Purchase Order Number Against Which the Goods and/or Services are being supplied, Supplier Name and Address VAT Registration Number if applicable, description sufficient to identify the Goods and/or Services, Delivery Address, Delivery Date, Price per item excluding VAT, any discount applied, Subtotal excluding VAT, VAT Total, Grand Total
- 8.4 In consideration of the supply of Goods and/or Services by the Supplier, Wilko shall pay the invoiced amounts within 60 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 8.5 All amounts payable by Wilko under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to Wilko, Wilko shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 8.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Wilko to inspect such records at all reasonable times on request.
- 8.7 Wilko may at any time, without notice to the Supplier, set off any liability of the Supplier to Wilko against any liability of Wilko to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by Wilko of its rights under this clause 8.7 shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
- 9. INTELLECTUAL PROPERTY RIGHTS**
- 9.1 Where Wilko has provided the Specification:
- 9.1.1 Wilko and its licensors shall retain ownership of all Wilko Background IPR in the Specification; and
- 9.1.2 Wilko grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Specification for the term of the Contract for the purpose of producing the Goods.
- 9.2 In relation to the Goods and Deliverables Wilko shall own all right and title in all of the Intellectual Property Rights which are created, including any moral rights in the which, if necessary, the Supplier shall obtain waivers in respect of from any individual who 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.
- 9.3 The Supplier warrants that the receipt, use and onward supply of the Deliverables and Goods (excluding Wilko Background IPR) by Wilko shall not infringe the rights, including any Intellectual Property Rights, of any Third Party.
- 9.4 All Wilko Background IPR is the exclusive property of Wilko. Any Wilko Background IPR supplied to the Supplier in connection with the Contract is confidential and its use must be strictly confined to the Supplier's own works for the purposes of the Contract. All such Wilko Background IPR must be returned to Wilko by the Supplier on completion, termination or expiry of the Contract.
- 9.5 Any change to the legal status of Wilko shall not affect the validity of any licence granted to it by the Supplier.
- 10. INDEMNITY**
- 10.1 The Supplier shall indemnify Wilko against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Wilko arising out of or in connection with:
- 10.1.1 any claim made against Wilko for actual or alleged infringement of a Third Party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services and/or Deliverables (excluding Wilko Materials);
- 10.1.2 any claim made against Wilko by a Third Party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and
- 10.1.3 any claim made against Wilko by a Third Party arising out of or in connection with the supply of the Goods, as delivered, or the Services and any related Deliverable.
- 10.2 This clause 10 shall survive termination of the Contract.
- 11. INSURANCE**
- During the term of the Contract the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on Wilko's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 12. CONFIDENTIALITY**
- 12.1 Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by clause 12.2.
- 12.2 Each Party may disclose the other Party's confidential information:
- 12.2.1 to its employees, officers, representatives, Subcontractors or advisers who need to know such information for the purposes of carrying out the Party's obligations under the Contract, provided that the disclosing Party shall ensure that such persons comply with this clause 12; and
- 12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 Neither Party shall use the other Party's confidential information for any purpose other than to perform its obligations under the Contract.
- 12.4 Notwithstanding clauses 12.1 and 12.3 Wilko and/or a member of Wilko's Group may use the Supplier's confidential information to the extent necessary to enable it to gain the benefit of this Contract (including licences and ownership rights granted to it under this Contract), and may disclose the Supplier's confidential information to Wilko's other service and goods providers to the extent reasonably required to enable them to provide their services and goods to Wilko and/or a member of Wilko's Group.
- 13. DATA PROTECTION**
- 13.1 Where Wilko and the Supplier are Data Controllers of any Personal Data under this Contract each Party agrees to comply with all applicable requirements of the GDPR and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the United Kingdom and any successor legislation to the GDPR, in particular the Data Protection Act 2018 together with the codes of practice, codes of conduct, regulatory guidance and standard clauses and other related legislation resulting from the GDPR, as updated from time to time ("Data Protection Legislation"). If the Supplier is to act as a Data Processor the Supplier shall enter into a Data Processing agreement with Wilko in the form required by Wilko which is compliant with the requirements of Article 28 of the GDPR. The Supplier shall indemnify Wilko against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the Supplier, its subcontractors, its employees or agents.

#### 14. TERMINATION

- 14.1 Without affecting any other right or remedy available to it, Wilko may terminate the Contract:
- 14.1.1 with immediate effect by giving written notice to the Supplier if:
- 14.1.1.1 there is a change of control of the Supplier; or
- 14.1.1.2 the Supplier's financial position deteriorates to such an extent that in Wilko's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 14.1.1.3 the Supplier commits a breach of clause 5.3.8;
- 14.1.1.4 the Supplier commits a material breach of any term of the Contract which breach is irredeemable or (if such breach is remediable) fails to remedy that breach within a period of seven days after being notified in writing to do so;
- 14.1.1.5 the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- 14.1.1.6 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 14.1.2 for convenience by giving the Supplier one month's written notice.
15. CONSEQUENCES OF TERMINATION
- 15.1 On termination of the Contract, the Supplier shall immediately deliver to Wilko all Deliverables whether or not then complete, and return all Wilko Materials. If the Supplier fails to do so, then Wilko may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 15.2 Termination of the Contract shall not affect the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 15.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
16. FORCE MAJEURE
- A Party shall not be in breach of this Contract, nor liable for any failure or delay in performance of any obligations under this Contract arising from a Force Majeure Event provided it has notified the other Party in writing of the nature and extent of the Force Majeure Event and taken all reasonable steps to mitigate the effect of such Force Majeure Event.
17. ANTI-BRIBERY
- 17.1 The Supplier shall:
- 17.1.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
- 17.1.2 not engage in 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;
- 17.1.3 comply with Wilko's anti-bribery policies as communicated to the Supplier from time to time and any relevant anti-bribery and anti-corruption codes of practice that apply to the industry in which the Supplier operates;
- 17.1.4 have and shall maintain in place throughout the duration of this Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with clause 17.1, and will enforce them where appropriate;
- 17.1.5 promptly report to Wilko any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract;

- 17.1.6 immediately notify Wilko 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 officers, employees or direct or indirect owners at the date of this Contract);
- 17.1.7 ensure that all persons associated with the Supplier or other persons who are performing services in connection with this Contract comply with this clause 17; and
- 17.1.8 within one month of the date of this Contract, and annually thereafter, certify to Wilko in writing signed by an officer of the Supplier, compliance with this clause 17 by the Supplier and all persons associated with it and all other persons for whom the Supplier is responsible under clause 17. The Supplier shall provide such supporting evidence of compliance as Wilko may reasonably request.
- 17.2 For the purpose of clause 17.1, 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 17.2 a person associated with the Supplier includes but is not limited to any Subcontractor of the Supplier.
- 17.3 Modern Slavery
- 17.4 The Supplier warrants that:
- 17.4.1 any responses it has given to date or that it gives at any time in the future (whether given before, during or after the this Contract) to Wilko's slavery and human trafficking due diligence enquiries are and will be complete and accurate; and
- 17.4.2 neither the Supplier nor any of its officers, employees or other persons associated with it:
- 17.4.3 has been convicted of any offence involving slavery and human trafficking; and/or;
- 17.4.4 has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence or in connection with slavery and human trafficking.
- 17.5 The Supplier shall:
- 17.5.1 comply with Wilko's anti-slavery and anti-human trafficking policies as communicated to the Supplier from time to time and any relevant anti-slavery and anti-human trafficking codes of practice that apply to the industry in which the Supplier operates (Anti-Slavery Policies);
- 17.5.2 implement adequate due diligence procedures for its own consultants, Subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains;
- 17.5.3 notify Wilko as soon as it becomes aware of:
- 17.5.3.1 any breach, or potential breach, of the Anti-Slavery Policies; or
- 17.5.3.2 any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.

#### 18. GENERAL

- 18.1 Assignment and other dealings.
- 18.1.1 The Supplier shall not assign, novate or otherwise transfer or deal in any way with all, or any of, its rights, obligations or benefits under, or in connection with, this Contract without Wilko's prior written consent.
- 18.1.2 The Supplier shall not subcontract the performance of any of its obligations under this Contract without the prior written consent of Wilko. The Supplier shall be responsible and liable for all acts and omissions of its Subcontractors as if such acts and omissions were its own.
- 18.2 Notices
- Any notice required or permitted to be given by either Party to the other under this Contract shall be in writing addressed to that other Party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the Party giving the notice. Such notices shall be deemed to be delivered 48 hours after sent or delivered.
- 18.3 Severance
- Any provision of this Contract which is declared invalid, void or unenforceable by any competent authority or court shall to the extent of such invalidity or unenforceability be severed and shall not affect the other provisions of this Contract, which shall continue unaffected.

#### 18.4 Waiver

Neither any waiver of any term, provision or condition of this Contract nor any omission or delay on the part of any Party in exercising any right, power or privilege under this Contract shall operate as a waiver by it of any right to exercise it in future or of any other rights under this Contract.

#### 18.5 No partnership or agency

Nothing in this Contract shall render the Supplier an agent, partner or employee of Wilko.

#### 18.6 Entire agreement

This Contract constitutes the entire understanding between the Parties concerning the subject matter of this Contract and neither of the Parties has been induced to enter into this Contract by a statement or promise which it does not contain.

#### 18.7 Third Party rights

Subject to the provisions of clause 5.3.12 and the rights of Wilko Affiliates and except as may be expressly set forth in this Contract, a person who is not a Party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

#### 18.8 Variation

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

#### 18.9 Interest on late payment

If Wilko fails to make a payment due to the Supplier under the Contract by the due date, then Wilko shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 18.9 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

#### 18.10 Governing law

The Contract, and any dispute or claim (including non-contractual disputes or claims) 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.

#### 18.11 Jurisdiction

18.11.1 Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

18.11.2 The parties each:

18.11.2.1 agree that clause 18.11.1 shall remain in full force and effect notwithstanding any future full or partial departure of the United Kingdom from the European Union ("Brexit");

18.11.2.2 irrevocably waive any objection which they have or may at any time have to the courts of England on the ground that they are an inconvenient or inappropriate forum to settle any dispute (including, without limitation, on the grounds of Brexit or a Brexit related issue or circumstance); and

18.11.2.3 agree that they shall not object to, contest or appeal in any jurisdiction the choice in the Contract of English governing law and/or the exclusive jurisdiction of the English courts and/or the enforcement of any judgment made by the English courts thereunder (including, without limitation, on the grounds of Brexit or a Brexit related issue or circumstance).