

1. DEFINITIONS

In these terms and conditions and the PO (as defined below) the following words and expressions shall have the following meanings except where the context otherwise requires:

“**Applicable Laws**” means each law, statute, order, regulation, and mandatory or generally recognised industry code of conduct applicable to the supply, distribution and/or sale of the Products from time to time in force.

“**Primark**” means such affiliate of Primark (registered in Ireland under no. 47371) as specified in the PO.

“**Primark’s Group**” means Primark and its affiliates.

“**Code**” means Primark’s Supplier Code of Conduct (at www.primark.com/en/our-ethics/workplace-rights/code-of-conduct);

“**Confidential Information**” has the meaning set out in clause 14.4.

“**Contract**” means an accepted PO that incorporates these terms and conditions and those of any Specific Agreement.

“**Delivery Address**” means the address stated in the PO or such other address as the Seller notifies to Primark in writing.

“**IPR**” means patents, rights to inventions, trademarks, trade dress, service marks, logos, trade names, domain names, rights in Confidential Information (including know how and trade secrets), copyright, design rights and all similar or related rights existing anywhere in the world, whether registered or not and including any applications, reissues, continuations for the same thereof and goodwill associated therewith.

“**Party**” means Primark or Seller as the context requires and “**Parties**” shall mean Primark and Seller.

“**Products**” means all articles, materials, products (including any packaging), work or services specified in the PO.

“**PO**” means a numbered purchase order in the standard form issued by Primark (on its own or an affiliate’s) on these terms and conditions and those of any specific Agreement.

“**Seller**” means the company, partnership or person in the name of which the PO is issued.

“**Specific Agreement**” means the special terms and conditions signed and agreed between Primark and Seller and referred to in the PO as applying to the Contract.

2. GENERAL

- 2.1 Primark shall deal with the Seller only on the terms and conditions of the Contract to the entire exclusion of all other terms and conditions, whether express or implied, including any terms and conditions of the Seller or terms and conditions which are implied by trade, custom, practice or course of dealing (except mandatory terms implied by law).
- 2.2 Each PO placed by Primark to the Seller shall be deemed to be an offer by Primark to purchase the Products set forth in the PO. Each PO will be deemed to have been accepted by the Seller unless the Seller sends written notification to Primark within 5 days of the date of the PO or such earlier time as acceptance is communicated or work commenced.
- 2.3 Primark shall have no liability in respect of, and shall be under no responsibility to accept delivery or performance of, Products for which a PO has not been issued by Primark.
- 2.4 In the event of conflict between the PO, these terms and conditions and any Specific Agreement, the order of priority will be: (a) the Specific Agreement; (b) these terms and conditions and (c) the PO.
- 2.5 Primark may request changes to any PO upon reasonable notice to the Seller. The Seller will use commercially reasonable efforts to accommodate and implement such changes and mitigate any potential increase in costs.

3. SPECIFICATIONS AND INTELLECTUAL PROPERTY

- 3.1 Subject to clause 4.1, the Seller shall ensure that the Products will conform to the specifications, samples or other descriptions of the Products referred to in the PO and any Special Agreement or otherwise as expressly approved by Primark in writing.
- 3.2 Primark shall be the exclusive owner of all rights including all IPR in all samples, documents and other materials (including specifications and drawings) that are: (a) supplied by (or on behalf of) Primark to the Seller; or (b) developed and/or supplied by the Seller or its sub-contractors in connection with the PO.
- 3.3 All IPR described in clause 3.2 shall automatically vest in Primark (as legally possible) and the Seller will, at Primark’s request and expense, execute or procure the execution of such confirmatory assignments as Primark may require.

4. WARRANTY

- 4.1 The Seller represents, warrants and undertakes that all Products shall: (a) be of the best available design and durability, of the best quality, material and workmanship, and be without fault (whether in design, material and/or workmanship); (b) conform in all respects with the PO and any Special Conditions; (c) in all respects with all Applicable Laws; (d) comply with the Code; (e) be provided or performed by or using appropriately qualified and trained personnel; (f) be fit for any purpose for which they are supplied and/or of which Primark makes the Seller aware; and (g) in the case of work or services, be provided with the skill and care to be expected of a professional and competent specialist supplier of those services.
- 4.2 The Seller shall be solely responsible for obtaining any authorisations, licenses and permits required in connection with its performance hereunder and represents that all such licenses and permits have been obtained.

5. REMEDIES

- 5.1 If any Products are not supplied in accordance with the Contract (including if the PO is only partially fulfilled by the Delivery Date), Primark shall be entitled to exercise any one or more of the following remedies at its discretion:
 - (a) accept any or all of the Products subject to any agreed reduction in price to recognize any non-conformance; and/or
 - (b) refuse to accept further deliveries of the Products and receive a full refund from the Seller for the Products so rejected within 30 days of receipt of Primark’s invoice. Primark may return any of the rejected Products at the Seller’s cost and risk.
- 5.2 Any Products rejected by Primark, or otherwise in the Seller’s possession other than for the purposes of supplying Primark, shall only be sold or otherwise disposed of by the Seller if all trademarks or other branding or information relating to Primark are first removed.

6. TERMINATION

- 6.1 Primark may cancel any Contract by giving notice to the Seller at any time prior to delivery or performance, in which event Primark’s sole liability shall be to pay the Seller the value of the work in progress relating to the supply of such Products, up to a maximum amount of the price of such Products.
- 6.2 Primark may terminate the Contract with the Seller immediately without liability to the Seller by giving the Seller notice of such termination if at any time the Seller is in material breach of its obligations under this or any other Contract with any member of Primark’s Group. Material breach includes, but is not limited to, any breach by the Seller of any Applicable Laws or Code, or any breach of clauses 4.2 or 13.
- 6.3 Without prejudice to the foregoing, Primark may terminate the Contract without penalty or further obligation to the Seller at any time without cause upon 30 days’ prior written notice to the Seller.

7. INDEMNIFICATION

- 7.1 The Seller shall indemnify Primark and its affiliates and employees against all loss, damage, liability, costs, claims (including proceedings and demands from any government body or regulator) and expenses (including reasonable legal fees) arising from any breach of the Contract, infringement of third party IPR, negligent acts or omissions, or wilful misconduct by the Seller, its employees, agents, subcontractors or representatives.
- 7.2 Clause 3, 7, 14.4, 14.5 and 15 shall survive termination or expiry of the Contract.

8. PRICE

The price of the Products shall be as stated in the PO and shall be exclusive of value added tax or any similar sales tax (which shall only be payable by Primark on receipt of a valid tax invoice). No additional charges, fees, costs or expenses shall be claimed by the Seller in respect of packaging, insurance or delivery of the Products.

9. PAYMENT

- 9.1 The Seller may invoice Primark for the Products, at the address for Primark specified on the front of the PO, on or at any time after delivery of the Products or complete performance of services in accordance with clause 10. Each invoice and packing list shall quote the PO reference number, individual item numbers and any applicable customs commodity code.
- 9.2 Primark shall render all amounts payable for the Products within 30 days of receipt of the invoice.
- 9.3 Primark reserves the right to set off any amount owing at any time from the Seller to Primark against any amount payable by Primark to the Seller under the Contract.

10. DELIVERY / PERFORMANCE

Unless otherwise set out in the PO or agreed in writing between the Parties, the Seller shall deliver the Products DDP the address specified by Primark (Incoterms 2010) on the date set out in the PO

11. TITLE AND RISK

Without prejudice to any right of rejection or the exercise of any other right or remedy by Primark under the Contract, title to and risk of loss of the Products shall pass to Primark when the Products are delivered to the Delivery Address. Where payment has been made before delivery, title to the Products shall pass to Primark on payment; risk shall not pass to Primark until delivery is completed in accordance with clause 10.

12. ASSIGNMENT AND SUBCONTRACTING

The Seller shall not, without the prior written consent of Primark: (a) assign, transfer, charge or otherwise deal with its rights or obligations under the Contract; or (b) subcontract any aspect of the Contract. If this occurs, the Seller shall retain liability as if the Seller had produced or supplied the Products.

13. ANTI-BRIBERY AND SANCTIONS COMPLIANCE

13.1 Without prejudice to the remainder of this clause 13, the Seller warrants, represents and undertakes that it will at all times: (a) comply with the Code and agrees to apply the same in its own business and those of its suppliers; and (b) not offer, promise, give or receive any improper financial payment and/or other improper advantage to or from any person, customer, supplier, foreign government or government official which (i) would violate any anti-corruption laws or regulations applicable to the Seller (or which would apply if the Seller was assumed to be a UK person or incorporated company); (ii) is intended to or does influence or reward any person for acting in breach of an expectation of good faith, impartiality or trust or which would otherwise be improper for the recipient to accept; (iii) is made to or for a public official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business; or (iv) which a reasonable person would otherwise consider to be unethical, illegal or improper.

13.2 In addition, the Seller:

- (a) shall comply with all Applicable Laws and other applicable regulations, codes and sanctions relating to anti-bribery and anti-corruption, including the US Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010 or other comparable law (all of the aforesaid being “**Relevant Requirements**”);
- (b) shall have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the UK Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
- (c) warrants that neither it nor, to its knowledge, its officers or employees, nor any person involved by or for it in the performance of any Contract, is a Sanctioned Person; and
- (d) shall comply with Economic Sanctions Law in all respects.

13.3 For the purposes of this clause 13:

“**Sanctioned Person**” means any person, organization, government or vessel that is targeted under any Economic Sanctions Law including those (i) designated on the United Nations Consolidated Lists; the Consolidated List of Financial Sanctions Targets maintained by the UK HM Treasury; the US Treasury Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons; the US

government’s Denied Persons List, Entities List, Debarred Parties List and Terrorism Exclusion List; or (ii) directly/indirectly owned or controlled by, or acting on behalf of, any of the foregoing.

“**Economic Sanctions Law**” means any laws, regulations, or other binding measures of the EU or EU states, the UN or any other jurisdiction applicable that relate to economic or trade sanctions, customs controls, non-proliferation, anti-terrorism or similar.

“**Sanctioned Territory**” means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Law from time to time.

14. MISCELLANEOUS

- 14.1 Any waiver by a Party of any breach of, or default under, any provision of the Contract by the other Party shall not be deemed a waiver of any subsequent breach or any default.
- 14.2 All rights and remedies available to Primark under the Contract are cumulative and not in lieu of any other right or remedy available at law.
- 14.3 Any notice required or permitted to be given by either Party to the other under the Contract shall be in writing and, in the case of a notice left personally or sent by mail, addressed to the other at its registered office or principal place of business or such other address as may at the relevant time be notified under this provision to the Party giving the notice.
- 14.4 Each Party acknowledges that it may have access to or become acquainted with confidential or proprietary information relating to the business or affairs of the other Party including know how and trade secrets (“**Confidential Information**”). Each Party specifically agrees that it will keep confidential, and will not use for any purpose other than the performance of this Agreement, and will not without the prior written consent of the other Party disclose, directly or indirectly, to any third party, any Confidential Information. Confidential Information will only be disclosed to those representatives of the Parties that have a need to know such information and agree to be bound by the confidentiality provisions hereof.
- 14.5 The obligations in clause 14.4 shall not apply in relation to any information which is public knowledge other than as a breach of clause 14.5.
- 14.6 The Seller shall not use Primark’s name or trademarks (including logos) for the purpose of advertisement or publicity without Primark’s prior written consent.
- 14.7 If a dispute or difference arises out of or in relation to the Contract, either Party may request that the Parties attempt to settle it first by negotiation. If the Parties have not settled such dispute within 21 days of the commencement of negotiations the Parties will attempt to settle such dispute by referring the matter to their respective general managers (or other relevant senior managers as may be agreed by the Parties) who will attempt to resolve such dispute.

15. GOVERNING LAW AND JURISDICTION

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (whether contractual or non-contractual in nature) shall be: (a) governed by and construed in accordance with the law of the country in which Primark has its registered office, without regard to its conflicts of law rules; and (b) subject to the non-exclusive jurisdiction of the courts of the country in which Primark has its registered office. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply to the Contract.