

REKKI SUPPLIER SALE CONTRACT

TERMS AND CONDITIONS

The following terms and conditions (“Conditions”) shall apply to each sale of Products on REKKI Marketplace between a Buyer and a Pro-supplier whose details are specified in the associated Order. The Conditions are incorporated with the Order in a Supplier Sale Contract for each Order, as well as the Pro-supplier’s Shipping & Returns Policy. If there is any conflict or inconsistency between these Conditions and any standard terms and conditions of the Pro-supplier, these Conditions shall take precedence to the extent of such conflict or inconsistency.

1. Interpretation and Definitions:

Capitalised terms not otherwise defined where they first appear shall have the meaning given below or in the REKKI Buyer Licence Agreement:

Delivery Location: has the meaning given in clause 4.1.

Order: the Buyer's order for the Products offered by the Pro-supplier, placed on the REKKI Marketplace from time to time.

Price: shall have the meaning given in clause 6.1.

Products: means goods and services made available to Buyers via the Buyer App.

Refund: means a refund of some or all of the Price to a Buyer in connection with a Supplier Sale Contract.

2. Basis of contract

2.1 Unless agreed otherwise between the Buyer and Pro-supplier in writing, these Conditions apply to the Supplier Sale Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Buyer to purchase the Products in accordance with these Conditions. The Buyer and the Pro-supplier agree to the then current version of these Conditions when the Buyer places the Order. The Buyer must reasonably ensure that the terms of the Order stated in the email confirmation on REKKI Marketplace are complete and accurate.

2.3 The Supplier Sale Contract comes into existence when REKKI sends the Order (placed by the Buyer on the REKKI Marketplace) to the Pro-supplier (whether via email, integration and/or the Supplier App). The Pro-supplier may confirm receipt of the Order to the Buyer via REKKI).

2.4 The Buyer acknowledges that each Pro-supplier has appointed and authorised REKKI to act as the Pro-supplier’s commercial agent to negotiate or conclude on its behalf the sale of Products to Buyers under each Supplier Sale Contract. In this limited capacity, REKKI is not a party to the Supplier Sale Contract. REKKI is not acting as an agent in

any way on behalf of the Buyers. If the Buyer is granted extended payment terms by a third party service provider at the time the Order is placed, the Price shall be payable to that third party, subject to the provisions of any Additional Agreements in place from time to time. Further details of REKKI's role are set out in Clauses 3 and 6 of the REKKI Buyer Licence Agreement.

- 2.5** The Products may be described in the Pro-supplier's catalogue featured on REKKI Marketplace. Any images, photos, drawings or advertising produced by the Pro-supplier and any illustrations contained in the Pro-supplier's catalogues or brochures on REKKI Marketplace ("**Product Images**") are produced for the sole purpose of giving an approximate idea of the Products referred to in them. Although the Pro-supplier has made every effort to display the colours accurately, the Pro-supplier cannot guarantee that a device's display of the colours accurately reflects the colour of each Product. Each Product may vary slightly from its appearance in Product Images. The packaging of a Product may vary from that shown in the Product Image. They shall not form part of the Supplier Sale Contract nor have any contractual force.
- 2.6** All weights, dimensions and capacities shown in Pro-supplier catalogues on REKKI Marketplace or price lists of the Pro-supplier are for guidance only. Weights, dimensions and capacities of Products cannot be and are not guaranteed by the Pro-supplier.
- 2.7** Price lists for the Products as featured by the Pro-supplier on REKKI Marketplace are only indicative and shall not constitute a final offer for the Products. Pro-supplier reserves the right to make adjustments to the final Price, if necessary, due to the raw material or factory increases. Unless otherwise stated, all prices are exclusive of any applicable value added tax, for which the Buyer shall be additionally liable to the Pro-supplier, where applicable.

3. Changes to Orders and Products

- 3.1** If the Buyer wishes to make a change to an Order, the Buyer must contact REKKI under the Buyer Licence Agreement via REKKI. The Pro-supplier will let the Buyer know if the change is possible. If it is possible, the Pro-supplier will let the Buyer know about any changes to the Product, the timing of supply or anything else which would be necessary as a result of the Buyer's requested change and ask the Buyer to confirm whether the Buyer wishes to go ahead with the change.
- 3.2** The Pro-supplier may deliver substitutions or change any of the Products:
- (a) in accordance with the Pro-supplier's Shipping & Returns Policy, and
 - (b) to reflect changes in relevant laws and regulatory requirements; and
 - (c) If a Product ordered by the Buyer is out of stock.
- 3.3** When delivering a substitute Product, the Pro-supplier shall use its reasonable commercial endeavours to deliver a Product which is similar or same in description and Price to the original Product ordered by the Buyer.

4. Delivery and Refunds

- 4.1** The Pro-supplier shall deliver the Products to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**").
- 4.2** Delivery is completed on the completion of unloading of the Products at the Delivery Location.
- 4.3** The Pro-supplier's Shipping & Returns Policy contains the terms of shipping, substitutions, delivery and other related information.
- 4.4** Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Pro-supplier shall not be liable for any delay in delivery of the Products that is caused by the Buyer's failure to provide the Pro-supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- 4.5** The Pro-supplier shall have no liability for any failure to deliver the Products to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide the Pro-supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- 4.6** Should the Products be delivered to the wrong specification or damaged, the Buyer shall report to the Pro-supplier immediately via REKKI Marketplace chat and confirm in writing with 24 hours of delivery together with photographic evidence supporting Buyer's claim for Refund. If the Pro-supplier makes arrangements with the Buyer to have returned Products collected, it shall be Buyer's responsibility to ensure that they are available for collection on the agreed day.

5. Title and risk

- 5.1** The risk in the Products shall pass to the Buyer on delivery or (if earlier) when possession of the Products is taken by a carrier for delivery to the Buyer.
- 5.2** The Products sold under these Conditions shall remain the property of the Pro-supplier and legal title in the Products shall remain vested in the Pro-supplier until payment in full of all amounts invoiced or due to the Pro-supplier in respect of the Products. If the Buyer shall enter into liquidation, have a winding-up order made against it, or have a receiver, administrator or administrative receiver appointed over its assets, income or any part thereof before the property in the Products has passed in accordance with this clause 5.2, the Pro-supplier shall be entitled, immediately after giving notice of its intention to repossess the Products, to enter upon the premises of the Buyer with such transport as may be necessary and to repossess any Products to which it has title under this clause.

6. Price and payment

- 6.1** The Price of the Products shall be the price set out in the Order, or, if no price is specified in the Order itself, the price set out in the Pro-supplier's invoice sent to the Buyer ("**Price**") on REKKI Marketplace.

- 6.2** The Pro-supplier shall invoice the Buyer for the Products on REKKI Marketplace within 24 hours after the completion of delivery of such Products to the Buyer.
- 6.3** The Buyer shall pay the Price displayed on each invoice submitted by the Pro-supplier based on the Buyer's chosen payment method on REKKI Marketplace or in accordance with any extended payment terms agreed by the Pro-supplier and notified in writing to the Buyer in relation to the invoice.
- 6.4** Unless the Buyer claims a Refund for damaged Products, all amounts due under the Supplier Sale Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.5** If the Buyer does not pay the invoice for the amount due under the Supplier Sale Contract by the due date, interest shall accrue on the overdue amount at the rate of 8% a year above the Bank of England base rate from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Buyer must pay such interest together with any overdue amount.

7. Termination

- 7.1** Without limiting its other rights or remedies, the Buyer may terminate a Supplier Sale Contract in whole or in part with immediate effect by giving written notice to the Pro-supplier via REKKI if:
- (a) there is a risk that supply of Product may be significantly delayed because of events outside the Pro-supplier's control; or
 - (b) the Buyer has a legal right to end the contract because of something the Pro-supplier has done wrong (including because the Pro-supplier has delivered late according to the Pro-supplier's Shipping & Returns Policy).

If the Buyer ends a Supplier Sale Contract for a reason set out above, that contract shall end immediately and the Pro-supplier shall refund the Buyer in full for any Products which have not been delivered.

- 7.2** Without limiting its other rights or remedies, the Pro-supplier may terminate a Supplier Sale Contract with immediate effect by giving written notice to the Buyer if:
- (a) the Buyer commits a material breach of any term of the Supplier Sale Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
 - (b) the Buyer does not, within a reasonable time, allow the Pro-supplier to deliver the Product(s);
 - (c) the Buyer 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), obtaining a moratorium, 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;

- (d) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- (e) the Buyer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Supplier Sale Contract is in jeopardy.

7.3 Termination of a Supplier Sale Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Supplier Sale Contract which existed at or before the date of termination.

7.4 Any provision of the Supplier Sale Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Supplier Sale Contract shall remain in full force and effect.

8. Limitation of Liability and Force majeure

8.1 Each party shall be liable to the other for foreseeable loss and damage caused by it to the other party, but is not responsible for any loss or damage that is not foreseeable.

8.2 Nothing in these Conditions shall exclude or limit in any way a party's liability to the other where it would be unlawful to do so. This includes liability for:

- (a) death or personal injury caused by the party's negligence or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation.

8.3 Neither party shall have any liability to the other for any loss of profit, loss of business, business interruption, or loss of business opportunity.

8.4 Neither party shall be in breach of the Supplier Sale Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a cause or circumstances beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the delay is such that it will result in deterioration of the Products, the Pro-supplier may terminate this Supplier Sale Contract without notice to the Buyer.

9. Use of Personal Data

Each party shall only use personal data received from the other or REKKI for the purposes and on the basis set out in the REKKI Privacy Policy.

10. General

10.1 Assignment and other dealings.

- (a) The Pro-supplier may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all

or any of its rights or obligations under the Supplier Sale Contract or the related invoice or debt due under that invoice.

- (b) The Buyer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Supplier Sale Contract without the prior written consent of the Pro-supplier.

10.2 Entire agreement.

- (a) The Supplier Sale Contract constitutes the entire agreement between the parties.
- (b) Each party acknowledges that in entering into the Supplier Sale Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Supplier Sale Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Supplier Sale Contract.

10.3 Variation. No variation of this Supplier Sale Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.4 Waiver.

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

10.5 Severance. If any provision or part-provision of the Supplier Sale Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Supplier Sale Contract. If any provision of the Supplier Sale Contract is deemed deleted under this 10.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

10.6 Governing law. The Supplier Sale 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 and Wales.

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