

Pure Gym Limited Terms and Conditions

The Pure Gym Limited Terms and Conditions are entered into by PureGym (defined below) and Supplier (defined below) and governs the provision of the Services and Deliverables by the Supplier to PureGym as described in the Purchase Order. Each Purchase Order that incorporates these Pure Gym Limited Terms and Conditions of Purchase will be a separate agreement.

1. DEFINITIONS

In these conditions:

"Affiliate" means, in respect of the Company, any company or other business entity Controlled by, Controlling, or under the common Control of the Company; **"Agreement"** means the contract formed as a result of the Supplier's unconditional acceptance of the Brief and the Order for the sale and purchase of the Goods and/or supply and acquisition of the Services on and subject to these Conditions and the Special Conditions (if any); **"Brief"** means each brief supplied by the Company to the Supplier detailing the work to be carried out by the Supplier on behalf of the Company. **"Code of Conduct"** means the Pure Gym Limited Procurement Code of Conduct; **"Confidential Information"** means all confidential information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by either party (**"Disclosing Party"**) to the other party (**"Receiving Party"**) whether before or after the date of this Agreement including, but not limited to, information relating to the Disclosing Party's products, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities, customers, employees and/or business affairs; **"Conditions"** means the standard conditions of purchase set out in this document and (unless the context otherwise requires) includes any Special Conditions or any other conditions as may be agreed in writing between the Company and the Supplier; **"Control"** means to hold not less than fifty per cent (50%) of the issued share capital in the Supplier carrying full votes; **"Data Protection Legislation"** means all applicable Laws (including decisions) and guidance by the relevant supervisory authorities relating to data protection; **"Delivery Address"** means the site to which the Goods are to be delivered or installed or where the Services are to be performed as notified in the Order; **"Goods"** means the goods if any (including any instalment of the goods or any part of them, any samples, proofs, materials or documentation arising from the performance of the Services) described in the Order; **"Intellectual Property Rights"** means patents, trademarks, service marks, copyright, design rights and moral rights and all other rights of a similar or comparable nature or effect which may subsist in any part of the world now or in the future, whether registered or unregistered, together with any or all goodwill relating or attached thereto; **"Law"** includes: a) any treaty, statute, regulation, bylaw, ordinance or subordinate legislation in force from time to time (including European Community Regulations and Directives which have direct effect; b) the common law and the law of equity; c) any binding court order, judgement or decree; d) any applicable industry code, policy or standard, in each case enforceable by law; and e) any applicable direction, policy, rule or order that is given in writing by a regulator, in each case enforceable by law; **"Order"** means each purchase order issued by the Company or an Affiliate to the Supplier and which shall be governed by these Conditions; **"Supplier"** means "you" or "your"; **"Services"** means the services (if any) described in the Order; **"Special Conditions"** means any conditions as may be set out in the Order and which shall supersede any conflicting terms in these Conditions; **"Specification"** means any specification, standards, data, plans, drawings, models or other information relating to the Goods or Services; **"the Company"** means the company detailed on the Order being Pure Gym Limited or an Affiliate of Pure Gym Limited.

1.1. Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.2. The headings in these Conditions are for convenience only and shall not affect its interpretation.

2. PURCHASE

2.1. Each Order constitutes an offer by the Company to purchase the Goods and/or acquire the Services subject to these Conditions.

2.2. Unless otherwise agreed in writing, the Order must be unconditionally accepted by the Supplier within seven (7) days of receipt, otherwise it will lapse. Acceptance will be by communication in writing or delivery of the Goods to the Delivery Address, or commencement of the Services by the Supplier in accordance with the Order.

2.3. These Conditions shall apply to the Agreement to the exclusion of any other terms and conditions on which any quotation has been given to the Company or subject to which the Order is accepted or purported to be accepted by the Supplier. Any forecasts or estimates issued by or on behalf of the Company shall be non-binding.

2.4. No variation to the Agreement or these Conditions shall be binding unless agreed in advance and recorded in writing by duly authorised representatives of the Company and the Supplier. The Company may at any time and without liability to the Supplier amend or cancel an Order by written notice to the Supplier.

2.5. These Conditions shall supersede all previous arrangements or agreements (whether express or implied) entered into between the Company and the Supplier relating to the Goods or Services. No terms and conditions, which may be customarily accepted or implied in the trade to which this order relates and/or the Supplier's own Conditions of Sale shall apply to the Order. In the event of any conflict

between these Conditions and those contained within other documents pertaining to the Agreement, the following order of precedence shall apply (1) Order terms and Brief (2) these Conditions and (3) other documents.

- 2.6. The Supplier must obtain an official Company purchase order number for each Order received from the Company, and as such acknowledges that failure to detail an official Company purchase order number on an invoice will result in non-payment of the invoice for the Goods and Services delivered.

3. DELIVERY AND ACCEPTANCE

- 3.1. The Goods shall be delivered during the Company's normal office hours to, and the Services performed at, the Delivery Address at the Supplier's cost and expense (unless otherwise specified in the Order), on the date or within the period specified in the Order. In the event of no delivery date being specified, delivery or performance shall be within a reasonable time of receipt of the Order (the "**Due Date**"). In the event that the Supplier has not delivered the Goods or completed performance of the Services by the Due Date the Company reserves the right to avail itself of the remedies set out in Condition 5.12.
- 3.2. The Company shall be entitled to reject any Goods delivered or Services performed which are not substantially in accordance with the Agreement, and shall not be deemed to have accepted the Goods or Services (notwithstanding any prior payment therefor) until the Company has had a reasonable time to inspect them or the product of them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
- 3.3. If the Goods are to be delivered, or the Services are to be performed, by instalments, the Agreement will be treated as a single agreement and not several.

4. RISK AND PROPERTY

- 4.1. Risk of damage to or loss of the Goods shall pass to the Company upon delivery to and acceptance of the Goods in accordance with the Agreement. Property in the Goods shall pass to the Company upon delivery or where payment is made prior to delivery, once payment has been made.
- 4.2. Services shall be performed and any product thereof shall be at the Supplier's risk until the Services are completed in accordance with the Agreement and accepted by the Company.

5. SPECIFICATION, QUALITY, SAFETY AND PACKAGING

- 5.1. The quality, quantity and description of the Goods and Services shall be specified in the Order and any applicable Specification supplied by, or agreed in writing by, the Company.
- 5.2. Any Specification and other documents and materials (including without limitation tooling) supplied by the Company to the Supplier, or produced by the Supplier specifically for the Company in connection with the Agreement together with any Intellectual Property Rights arising from the purchase of Goods or the provision of the Services, shall be the sole and exclusive property of the Company. The Supplier shall not disclose to any third party such Specification, documents, materials or Intellectual Property Rights except as required for the purpose of the Agreement, and shall return such Specification, documents and materials to the Company upon satisfactory completion of the Agreement or earlier upon termination of this Agreement (howsoever arising).
- 5.3. All Goods will be supplied with full instructions for their proper use, maintenance and repair and with any necessary warning notices clearly displayed.
- 5.4. The Supplier agrees before delivery to furnish the Company in writing with a list by name and description of any harmful or potential harmful properties in the Goods supplied whether in use or otherwise and thereafter information concerning any changes in such properties or ingredients.
- 5.5. The Supplier shall facilitate any request by the Company to inspect and test the Goods and/or any tooling, materials or other documentation during manufacture, creation, processing or storage at the Supplier's or any third party's premises prior to delivery.
- 5.6. If as a result of inspection or testing the Company is not satisfied that the Goods or materials or documentation being created as a result of the performance of Services will comply in all respects with the Agreement, and they inform the Supplier within seven (7) days of inspection or testing, the Supplier shall take such steps as are necessary to ensure compliance.
- 5.7. The Supplier warrants to the Company that the Goods and Services will: (a) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 as amended) and fit for any purpose which would be reasonably expected having regard to the nature of the Goods, materials or documentation and the use intended by the Company or held out by the Supplier or made known to the Supplier at the time the Order is placed; (b) correspond with any relevant Specification, sample or description; (c) comply with all EU, UK and other applicable statutory requirements, implied terms, regulations and codes of practice relating to the sale of goods and supply of services generally and the Goods; (d) any Goods supplied or installed under the Agreement shall be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health; and (e) comply with the requirements and specifications of the Brief, the Order and any other requests made by the Company in writing.
- 5.8. The Supplier will, at the Company's sole discretion (but without prejudice to the Company's other rights and remedies), promptly repair or replace any Goods (or part thereof) where such Goods demonstrate any non-conformity with the requirements of Condition 5.7 during the period of twenty four (24) months (or such other period as may be specified in the Order) following the date of acceptance of the Goods by the Company pursuant to Condition 3 at no additional cost to the Company.

- 5.9. The Supplier warrants to the Company that the Services will be carried out with reasonable care and skill and in best industry practice in relation to the Suppliers industry.
- 5.10. The Supplier warrants that it has full capacity, power and authority to enter into, and perform fully in accordance with the terms of, the Agreement.
- 5.11. The Supplier shall indemnify and keep indemnified the Company in full from and against all direct, indirect or consequential liability, loss, damages, injury, costs and expenses (including reasonable legal expenses) awarded against or incurred or paid by the Company as a result of or in connection with: (a) breach of any warranty given by the Supplier in relation to the Goods and/or Services; (b) any claim made against the Company in respect of any liability, loss, damage, cost or expense sustained by the Company's employees or agents by any customer or third party to the extent that such liability, loss, damage, cost or expense was caused by, relates to or arises from the Goods or Services; or (c) any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering and installing the Goods or providing the Services in accordance with the Agreement.
- 5.12. Without prejudice to any other right or remedy which the Company may have, if any Goods or Services are not supplied in accordance with or the Supplier fails to comply with any of the terms of this Agreement the Company shall be entitled to at its sole discretion (whether or not any part of the Goods or Services have been accepted by the Company) to (a) to cancel the Order; (b) to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier; (c) to give the Supplier the opportunity at the Supplier's expense to remedy any defect in the Goods or to supply replacement Goods or if appropriate to re-perform the Services; (d) to refuse to accept any further deliveries of the Goods or performance of the Services but without any liability to the Supplier; (e) to carry out at the Supplier's expense any work necessary to make the Goods or Services comply with the Agreement; (f) to claim such damages as may have been sustained in consequence of the Supplier's breaches of the Agreement; (g) to recover from the Supplier any expenditure reasonably incurred by the Company in obtaining the Goods or Services in substitution from another supplier; and (h) to terminate the Agreement immediately by notice in writing served on the Supplier.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. The Supplier hereby assigns to the Company, to the fullest extent permitted by law all right, title and interest in, and the Company shall have the sole right to apply for patent rights or any other formal protection in respect of: (a) the Intellectual Property Rights (including but not limited to any data) in and relating to any Goods and Services, originated or developed by the Supplier specifically for the Company in accordance with the Brief or as otherwise specifically agreed in writing between the parties; and (b) where Goods and Services are created on behalf of the Supplier by a sub-contractor, such Intellectual Property Rights as shall be assigned by such sub-contractor to the Supplier in accordance with that sub-contractor's terms and conditions or as the Supplier may specifically agree with the subcontractor in accordance with the Brief.
- 6.2. If and to the extent that the Intellectual Property Rights in Goods and Services created by a sub-contractor appointed by the Supplier are not assigned to the Supplier, the Supplier shall use all reasonable endeavours to procure that the Company shall have a worldwide, perpetual, non-exclusive, royalty free licence to use any such Intellectual Property Rights for the purposes set out in the relevant Brief.
- 6.3. The Supplier warrants and represents that: (a) none of the works, Goods or Services provided under this Agreement to the Company nor their use by the Company shall breach or infringe nor cause the Company to breach or infringe the Intellectual Property Rights of any third party; (b) it will be free to assign Intellectual Property Rights to the Company pursuant to Conditions 6.1 and 6.4 without any third party claim, liens, charges or encumbrances of any kind; and (c) it waives, and shall use all reasonable endeavours to obtain full and unconditional waiver from its subcontractors in relation to, all moral rights in respect of the Goods and any product of the Service.
- 6.4. The Supplier agrees to indemnify the Company against any and all liability, loss, damage, costs claims and expenses which the Company may incur or suffer as a result of a breach by the Supplier of the warranties set out in Condition 6.3.
- 6.5. The Supplier shall not use or display the Company's name, any brand or concept names or have marks without the express prior written consent of the Company. The Supplier acknowledges the significant value to the Company of the other Intellectual Property Rights, brand image and reputation.
- 6.6. The Supplier waives, and shall procure that its employees waive, absolutely and irrevocably, their moral rights in respect of the Goods and Services together with any future Goods and Services provided by them to the Company, arising under Chapter 4 of the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights that they may have in any territory of the world and shall provide to the Company absolute waivers of all moral rights in respect of future Goods and Services promptly on creation of each copyright work in which such rights subsist.

7. INSURANCE

- 7.1. The Supplier shall at all times unless otherwise specified in an Order effect and maintain with a reputable insurer to the reasonable satisfaction of the Company at the Supplier's own cost: a) public liability insurance, product liability insurance, and employer's liability insurance each with a limit of indemnity of not less than five million pounds (£5,000,000); and b) professional Indemnity Insurance with a limit of not less than five million pounds (£5,000,000) for any one event or a series of events in any one year and such other insurances as are required by law and the Supplier shall upon request provide to the Company such evidence of insurances as the Company may reasonably require.

7.2. Upon the Company's reasonable request, the Supplier shall provide the Company with all such documentation as is necessary to prove the Supplier's continuing compliance with its obligations to insure under this Condition 7.

8. PRICE AND PAYMENT

8.1. The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be a fixed price inclusive of all applicable duties, levies and taxes in force at the time of the making of the Agreement including value added tax where relevant ("**Price**"), which shall be payable by the Company subject to receipt of a VAT invoice, and inclusive of all costs and charges for packaging, carriage, insurance and delivery of the Goods to the Delivery Address.

8.2. The Company shall pay the Price for the Goods and the Services within sixty (60) days end of month of the date of the invoice.

8.3. If any sum payable under this Agreement is not paid when due then subject to prior written notification from the Supplier to the Company of the same that sum may bear interest from the due date until payment is made in full both before and after any judgement, at two per cent (2%) per annum over Bank of England's base rate from time to time. The parties agree that this Condition 8.2 is a substantial remedy for late payment of any sum payable under this Agreement in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998.

8.4. The Company shall be entitled to set off against the Price any sums owed by the Supplier to the Company.

9. TERMINATION

9.1. Notwithstanding any period of this Agreement, either party (without prejudice to any other rights or remedies available to it) may by notice to the other terminate this Agreement immediately on the happening of any one of the following events: (a) the other commits a material breach of this Agreement and (in the case of a breach capable of remedy) fails to remedy the same within thirty (30) days after receipt of a written notice giving particulars of the breach and requiring it to be; or (b) the other is dissolved, becomes insolvent, fails or is unable or admits in writing its inability to pay its debts, institutes or has instituted against it proceedings seeking a judgement of insolvency or a petition for its winding up or bankruptcy; has a resolution passed for its winding up or administration; seeks or becomes the subject of the appointment of a receiver, manager, administrator, administrative receiver or similar official in respect of its assets; enters into any arrangement or composition with its creditors; ceases or threatens to cease to carry on any significant part of its business; or (c) the Supplier is subject to a change in control.

9.2. Notwithstanding any period of this Agreement, the Company (without prejudice to any other rights or remedies available to it) may by notice to the Supplier terminate this Agreement for convenience on thirty (30) days written notice.

9.3. Termination of this Agreement shall not affect the rights and liabilities of either party subsisting at the date of termination.

9.4. Neither the Supplier nor the Company anticipates that any employees of the Supplier will transfer to the Customer, whether by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time ("**the Regulations**") or otherwise, as a result of the expiry or termination of this Agreement. If any employee or former employee of the Supplier makes a claim, directly or indirectly, against the Company, arising under the Regulations as a result of the expiry of or termination of this Agreement, including but not limited to any redundancy or any other termination payments, then the Supplier shall fully indemnify and hold harmless the Company from and against any liabilities and obligations which the Company may incur.

10. SITE SAFETY

10.1. When the Supplier or its employees are carrying out any consultancy, secondment, installation, commissioning, repair, servicing or other works in relation to the Goods or is performing the Services at the Delivery Address (or any other sites or premises which the Company owns or from which it operates) the Supplier shall observe, and shall ensure that its employees, agents, sub-contractors and any other persons under its control observe and comply with the Company's then current safety and other regulations. It shall be the Supplier's obligation to require and obtain details of all such relevant regulations and to make the same known to its employees, agents, sub-contractors and other persons under its control.

11. GENERAL

11.1. The Order is personal to the Supplier and the Company and neither party shall assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Agreement save that (a) the Company may assign to an Affiliate without the consent of the Supplier; and (b) the Supplier may sub-contract the creation or development of Goods and Services to a third party provider with the consent of the Company.

11.2. No waiver by either party of any breach of the Agreement by the other party shall be considered as a waiver of any subsequent breach or delay of the same or any other provision. No delay by either party in exercising any right or remedy shall constitute a waiver or estoppel, unless expressly stated in writing signed by an authorised signatory of the first party.

11.3. If one party's business is suspended, interrupted or restricted as a result of an act of God, fire, explosion, flood, accident, act of terrorism, pandemic, intervention of government or other authority or any cause beyond such party's reasonable control, such party shall not be in breach of the Agreement provided always that either the Company or the Supplier shall be entitled by giving notice in writing to the other to terminate the Agreement without prejudice to any accrued rights of either party in the event that such period of suspension, interruption or restriction continues for fourteen days or more.

- 11.4. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 11.5. If the sale and purchase of the Goods and/or Services requires the Company to have any permit or licence from any government or authority, the Order shall be conditional upon such permit or licence being obtained at the relevant time.
- 11.6. Neither party will without the prior written consent of the other party advertise or publicise in any way the fact that any Agreement exists between the Supplier and the Company. Each party will keep confidential any information received from the other party which is marked as confidential or which could reasonably be assumed to be confidential and to restrict such information only to those persons with a need to know for the purposes of carrying out the Agreement. The Supplier shall keep confidential any Specifications, tooling, documents and materials which belong to the Company and shall procure that they are not disclosed to any third party.
- 11.7. Any notice required or permitted to be given by either party to the other under these Conditions 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.
- 11.8. The parties hereby acknowledge and agree that the Company may purchase Goods and Services for itself and on behalf of any companies in the Pure Gym Limited group of companies from time to time and such companies shall be entitled to benefit from the terms of the Agreement and enforce its terms against the Supplier.
- 11.9. The Supplier shall comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
- 11.10. The Supplier shall comply with applicable laws, regulations, codes and sanctions relating to the prevention of the facilitation of tax evasion including but not limited to the Criminal Finances Act 2017.
- 11.11. In performing its obligations under the Agreement, the Supplier shall and shall ensure that each of its subcontractors shall comply with all applicable laws, statutes, regulations and codes from time to time in force relating to the prevention of slavery and human trafficking including but not limited to the Modern Slavery Act 2015.
- 11.12. The Supplier shall comply with the Code of Conduct.

12. CONFIDENTIAL INFORMATION

- 12.1. Subject to the provisions of conditions 12.2 and 12.3, each party:
- 12.1.1. shall treat as strictly confidential and only use the other party's Confidential Information solely for the purposes contemplated by this Agreement; and
- 12.1.2. shall not, without the prior written consent of the party from whom the Confidential Information was obtained (which may be withheld in that party's absolute discretion), publish, use or otherwise disclose to any person the other party's Confidential Information except for the purposes contemplated by this Agreement.
- 12.2. The Supplier may disclose Confidential Information to any sub-contractor which it may appoint to provide Goods or Services under this Agreement.
- 12.3. Each party may disclose Confidential Information which would otherwise be subject to condition 12.1 if, but only to the extent, it can demonstrate that:
- such disclosure is required by applicable Law or by any securities exchange or regulatory or governmental body having jurisdiction over it, wherever situated;
 - the Confidential Information was lawfully in its possession prior to its disclosure by the other party (as evidenced by written records) and had not been obtained from the other party; or
 - the Confidential Information has come into the public domain either as a result of a breach of this Agreement or any other obligation of confidence.
- 12.4. Each party warrants that it is properly notified under Data Protection Legislation to the extent required for the processing of personal data required in the performance of this Agreement.

13. LAW/DISPUTE RESOLUTION

- 13.1. This Agreement shall be subject to English law.
- 13.2. At the first instance the parties will use reasonable endeavours and act in good faith to resolve any disputes or claims that may arise in connection with this Agreement. In the event that the matter is not resolved within fourteen (14) days of being notified by one party to the other the matter shall be referred to the Procurement Director or its equivalent of each party for resolution.
- 13.3. If the negotiations referred to in Condition 13.2 should fail to resolve the dispute within twenty eight (28) days the matter shall be referred to the Managing Directors of both parties.
- 13.4. In the event that any dispute is not resolved within twenty eight (28) days of referral through the Managing Directors in accordance with Condition 13.3 above then either party may seek legal redress through the exclusive jurisdiction of the English courts. Neither party shall

be prevented, by the inclusion of this condition, from applying at any time to the English courts for such interim or conservatory measures (including but not limited to injunctive relief or measures relating to the preservation of property) as may be considered appropriate.