

- 1 Next Business to Business is a department within Next Retail Limited of Desford Road, Enderby, Leicester LE19 4AT ('Next'). This contract is made between Next and the Customer (whose details are set out overleaf) for the purchase of any items sold by Next which may include clothing, accessories and items for the home (the 'Goods').
- 2 The Customer acknowledges that the Goods are not manufactured for industrial or commercial use. For example, the furniture range is designed for use in the home and not for use in an office environment; the clothing is designed as retail fashion wear and not as industrial clothing.
- 3 These Conditions shall apply to all contracts for the sale of Goods (excluding sales of Vouchers which are subject to the below Voucher Terms and Conditions) by Next to the Customer to the exclusion of all other terms and conditions including any terms or conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document.
- 4.1 The Customer acknowledges that no representations have been made or relied upon in entering into this contract.
- 4.2 All orders or requests for Goods shall be deemed to be an offer by the Customer to purchase Goods pursuant to these Conditions. The order will not be binding on Next until accepted by Next.
- 5.1 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall not be binding on Next unless agreed in writing and signed by an authorised representative of Next.
- 5.2 The price payable for Goods shall be the full retail price less any agreed discount, where applicable (the 'Price'). The Price is inclusive of VAT which shall be due at the rate ruling on the date stated on Next's invoice to the Customer.
- 5.3 Any discount agreed shall be at the sole discretion of Next and shall apply unless withdrawn by notice in writing by Next. The acceptance of any order from the Customer shall not of itself entitle the Customer to any discount.
- 5.4 Payment of the Price and VAT shall be due within 30 days of the date of invoice. Time for payment shall be of the essence. If the Customer fails to make any payment in full on the due date Next may charge the Customer any reasonable additional administration costs and interest (both before and after judgment) on the amount unpaid at the rate of 4% above the base rate from time to time of Barclays Bank Plc. Such interest shall be compounded with monthly rests.
- 5.6 Late payment of any invoice may at Next's absolute discretion result in loss by the Customer of any discount previously agreed.
- 5.7 The Customer may not delay or withhold payment of any invoice or other amount due to Next by reason of a right of set-off or counterclaim which the Customer may have or allege to have or for any reason whatsoever.
- 6 Applications for trade credit are subject to status and acceptance. In the event that an application is accepted the Customer will be notified of the credit limit available to them. If the Customer exceeds the stated credit limit Next shall be entitled to suspend performance of all its obligations hereunder without liability to the Customer.
- 7 Next warrants that the Goods will at the time of delivery correspond to the description given by Next. Except where the Customer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12) all other warranties, conditions or terms relating to fitness for purpose, satisfactory quality or condition of the Goods whether implied by statute or common law or otherwise are excluded.
- 8.1 The Goods are designed and sold as fashion and/or domestic items and no express or implied warranty is given for the suitability of any clothing to be worn as day to day work wear or for any home Goods (such as furniture and home accessories) to be used in a business context. Clothing is not made of performance fabrics and is not available on a continuing basis. Goods will be available on a season by season basis only and styles and fabrics may change within each season.
- 8.2 The Customer shall be deemed to have accepted the Goods 10 days after delivery of the Goods to the Customer. After acceptance the Customer shall not be entitled to reject Goods unless they are faulty. This does not affect consumer's statutory rights.
- 8.3 Where the Customer rejects any Goods then the Customer shall have no further rights whatsoever in respect of the supply to the Customer of such Goods or the failure by Next to supply the Goods which conform to the contract of sale.
- 8.4 Next will at its option either refund the price, repair or replace free of charge any defective Goods where the defect is apparent on inspection provided that the defect is notified to Next within the timescales set out in clause 8.2 above.
- 8.5 Any defective Goods must where reasonable be returned to Next for inspection if requested by Next before Next will have any liability for defective Goods. When returning Goods the Customer must obtain proof of postage.
- 9 Risk shall pass to the Customer on delivery of the Goods to the Customer. Title shall pass to the Customer on payment in full to Next by the Customer of all outstanding sums due to Next by the Customer.
- 10 Time for deliveries are estimates only and Next shall not be liable to the Customer for late delivery or short delivery of the Goods. Any claims of short delivery shall be notified to Next within 7 days of delivery.
- 11.1 Next shall have no liability for damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Goods after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.
- 11.2 The Customer shall give Next a reasonable opportunity to remedy any matter for which Next is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so Next shall have no liability to the Customer.
- 11.3 Next shall have no liability for any matters which are outside its reasonable control.
- 11.4 Next shall have no liability to the Customer for any (i) consequential losses; (ii) loss of profits and/or damage to goodwill; (iii) economic and/or other similar losses; (iv) special damages and indirect losses; and/or (v) business interruption, loss of business, contracts, opportunity and/or production.
- 11.5 Next's total liability to the Customer in relation to any one claim shall not exceed the value of the individual Goods to which the claim relates.
- 11.6 Each of the limitations and/or exclusions in this contract shall be deemed to be repeated and apply as a separate provision for each of the following categories of liability: (i) liability for breach of contract; (ii) liability in tort (including negligence); (iii) liability for breach of statutory duty; and (iv) liability for breach of common law; except clause 11.5 above which shall apply once only in respect of all the said types of liability.
- 11.7 Nothing in this contract shall exclude or limit the liability of Next for death or personal injury due to its negligence or any liability which is due to Next's fraud or any other liability which it is not permitted to exclude or limit as a matter of law.
- 11.8 Nothing in this contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a consumer. Any provision which would be void under any consumer protection legislation or other legislation shall to that extent, have no force or effect.
- 12 Information provided by the Customer about itself may be used by Next or any of its associated companies for marketing, credit and/or risk assessment purposes. Information relating to the contract between Next and the Customer may also be disclosed for credit scoring, administration and financing purposes and for fraud prevention. The Customer consents to receiving marketing material by email, post, fax and telephone.
- 13.1 Next is the registered owner of the trade mark NEXT (the 'Trade Mark') and all intellectual property rights in the Trade Mark remain the property of Next. The Customer shall not use the Trade Mark in any publicity or other material without the specific written consent of Next.
- 13.2 Next owns and retains all intellectual property rights in the Goods. The Customer will not use the Goods, or allow them to be used in any way which may damage the reputation of Next or the Trade Mark or Next brand.
- 14 No confidential information whether written or oral about the business or operations of Next shall be disclosed by the Customer to any third party without the prior written consent of Next. For the avoidance of doubt confidential information includes but is not limited to information on Next's discount structure, sales policy and operational procedures.
- 15 The failure by Next to enforce at any time or for any period any one or more of the terms or conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all the terms and conditions of this contract.
- 16 All third party rights are excluded and no third party shall have a right to enforce any part of this contract.
- 17 This Agreement is subject to English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.
- 18 "Regulatory Compliance
- 18.1 Bribery. The Customer shall, and shall procure that its employees, subsidiaries, agents, sub-contractors, consultants and any other person providing services on its behalf in connection with these Conditions shall (i) comply with applicable anti-bribery and corruption laws (including the UK Bribery Act 2010) ("Anti-Bribery Laws") and will not cause Next to be in breach of the Anti-Bribery Laws, and in particular, shall not, either directly or indirectly, offer, promise, give, authorise the payment of, or transfer, a financial or other advantage to any public or government official in order to obtain or retain business and with the intention of influencing such official in their capacity as an official where such official is not permitted or required by written law to be influenced by the offer, promise or gift or to any other person with the intention of inducing or rewarding the improper performance of a function or activity (ii) maintain adequate policies and procedures designed to prevent any activity, practice or conduct relating to these Conditions that would constitute an offence under any applicable Anti-Bribery Laws and (iii) inform Next of any request by a third party for payment of a bribe in connection with these Conditions.
- 18.2 Tax Evasion. The Customer shall, in connection with these Conditions, take all reasonable steps to ensure no offence is committed by it under Part 3 of the Criminal Finances Act 2017 (corporate offences of failure to prevent facilitation of tax evasion).
- 18.3 Sanctions. The Customer undertakes to Next, in connection with these Conditions, to adhere to all applicable trade economic or financial sanctions laws, regulations embargoes or restrictive measures administered enacted or enforced by any sanctions authority from time to time (including for the avoidance of doubt and without limitation the Security Council of the United Nations, the United States of America, the United Kingdom and/or the European Union and its member states).
- 18.4 Modern Slavery
  - (i) The Customer shall and shall procure that its officers, employees, agents, sub-contractors and any other persons who perform services for or on behalf of it in connection with these Conditions shall (a) comply with all applicable laws relating to

slavery, servitude, forced or compulsory labour or human trafficking, including without limitation the Modern Slavery Act 2015 as amended to replaced from time to time ("Anti-Slavery Laws"), (b) not do or omit to do any act or thing which constitutes or may constitute an offence under any Anti-Slavery Laws, (c) not knowingly employ or engage in any practices which constitute or may constitute an offence under any Anti-Slavery Laws and not knowingly appoint or contract with any person who has been convicted of or prosecuted in any jurisdiction in relation to an offence or alleged offence under any Anti-Slavery Laws, (d) not commit any act or omission which causes or could cause Next to breach, or commit an offence under, any Anti-Slavery Laws.

(ii) The Customer shall provide Next with such assistance and information as it reasonably requires from time to time to (a) perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of compliance with any applicable Anti-Slavery Laws, (b) prepare a slavery and human trafficking statement as required by section 54 of the UK Modern Slavery Act 2015 and to include the matters referred to in section 54(5) of that Act, and (c) to conduct due diligence and to measure the effectiveness of the steps it is taking or wishes to take to ensure that modern slavery practices are not taking place in its supply chain

#### 18.5 Audit and Termination

- (i) The Customer shall keep accurate and up to date records as may be reasonably required to demonstrate compliance with the provisions of this Condition 18, permit Next and its authorised representatives to audit such records upon reasonable prior notice and to promptly notify Next of any breach of this Condition 18 in connection with these Conditions.
- (ii) In the event of a breach by the Customer of any part of this Condition 18, Next shall be entitled to terminate any contract incorporating these Conditions upon not less than 30 days' written notice to the Customer.

19 Customer shall promptly respond to any recall notice issued by Next and shall follow Next's instructions in connection with any recalled

Products and remove any recalled Products from sale immediately. Customer shall keep Next fully and effectively indemnified against all claims, demands, losses, damages, costs and expenses which Next may incur as a result of Customer's breach of this clause. In the event that Customer receives from any official body in the European Union or its member states, a request or complaint relating to any Good(s), Customer shall immediately inform Next and if any notice to withdraw from sale, enforcement notice, or injunction is served on Customer in respect of any Good(s), then Customer shall immediately notify Next and shall provide Next with such assistance as is necessary to protect Next's interests and reputation.

20 For the avoidance of doubt, the Next refund policy applicable to purchases by consumers instore and online shall not apply.

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