CLEAN Supplier Terms of Purchase

1 Interpretation

In these Terms:

"Buyer"	means Clean Linen Services Limited
“Contract”	means any contract for the supply of Goods and/or Services entered into pursuant to these terms
“Delivery Address”	means the Buyer’s address stated in the Order or as instructed by the Buyer prior to delivery (which may be the address of a third party instructed by the Buyer to accept Goods on its behalf)
"Goods"	means the goods (including any instalment) described in the Order “Order” means the Buyer’s order which shall incorporate these Terms
“Price”	means the price of the Goods and/or Services
"Supplier"	means the person, firm or company so described in the Order
“Services”	means the services described in the Order and any services supplied by the Supplier ancillary to the supply of the Goods
“Terms”	means the Buyer’s standard terms of purchase set out in this document and (unless the context requires otherwise) includes any special terms agreed in writing between the Buyer and the Supplier

2 Basis of Purchase

2.1 The Order constitutes an offer by the Buyer to purchase the Goods and/or Services subject to these Terms.

2.2 These Terms shall apply to the Contract to the exclusion of any other terms on which any quotation has been given to the Buyer or subject to which the Order is accepted or purported to be accepted by the Supplier.

2.3 The Order will lapse unless unconditionally accepted by the Supplier in writing within seven days of its date.

2.4 No variation to the Order or these Terms shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Supplier.

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3 Specifications

3.1 The quantity, quality and description of the Goods and Services shall (subject as provided in these Terms) be as specified in the Order and/or in any specification supplied by the Buyer to the Supplier or agreed in writing by the Buyer.

3.2 The Supplier shall not substitute materials in the production of the Goods unless agreed in writing by the Buyer.

3.3 The Supplier reserves the right to make any changes in the specification which are required to confirm with any applicable safety or other statutory or EC requirements.

3.4 Any specification supplied by the Buyer to the Supplier or specifically produced by the Supplier for the Buyer in connection with the Contract together with all intellectual property rights therein shall be the exclusive property of the Buyer and the Supplier assigns with full title guarantee to the Buyer all such intellectual property rights for no further consideration subject only to the payment of the Price.

3.5 The Order may cross-refer to additional documents describing the Services, when or how frequently they will be performed, the Price and any applicable service levels and such additional documents shall be incorporated in, and form part of, the Contract.

4 Inspection, Testing and Samples

4.1 The Supplier shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch and the Supplier shall provide the Buyer with all facilities reasonably required for inspection and testing.

4.2 If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the Contract and the Buyer so informs the Supplier within seven days of inspecting or testing, the Supplier shall take such steps as are necessary to ensure compliance.

4.3 The Supplier may at its discretion submit a sample to the Buyer for approval before executing the bulk of the Order which will only be commenced on receipt of such approval in writing. All Goods in respect of which a sample is so approved will be treated as having been satisfactorily tested by the Buyer and being suitable for the purposes for which the Buyer requires them.

5 Packaging

5.1 The Supplier shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods.

5.2 The Goods shall be marked in accordance with the Buyer’s instructions and any applicable regulations, or requirements of the carrier and properly packed and secured so as to reach their destination in an undamaged condition.

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6 Delivery

6.1 The Supplier shall deliver the Goods to, and supply the Services at, the Delivery Address.

6.2 The Supplier shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services.

6.3 A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently.

6.4 Time is of the essence as to the supply of the Goods and Services under the Contract and if the Supplier is unable to meet the agreed date for delivery of the Goods or supply of the Services it must notify the Buyer immediately. If the Supplier fails to supply all or part of the Goods and/or Services by the date agreed under the Contract, the Buyer may:

6.4.1 cancel the Contract in whole or in part without incurring any liability to the Supplier;

6.4.2 refuse to accept any subsequent delivery of items comprised in the Goods which the Supplier attempts to make;

6.4.3 purchase substitute items elsewhere; and

6.4.4 hold the Supplier accountable for any loss and additional costs incurred.

6.5 Notwithstanding clause 6.4, if the Supplier becomes aware that it will be unable to deliver the Goods or Services on the date specified on the Order, the Supplier shall immediately notify the Buyer in writing of the likely period of the delay and the reasons for any such delay.

6.6 If the Goods are to be delivered or the Services are to be performed by instalments the Contract will be treated as a single contract and not severable.

6.7 The Buyer may reject any Goods delivered which are not in accordance with the Contract or may exercise any of its rights in accordance with clause 13.

6.8 The Buyer shall not be deemed to have accepted any Goods until the Buyer has had a period of 5 days to inspect the Goods and notify the Supplier of any defect or issue following delivery or if later within a reasonable time after any latent defect in the Goods has become apparent.

6.9 The Buyer shall not be obliged to return to the Supplier any packaging or packing materials for the Goods whether or not any Goods are accepted by the Buyer and may request that the Supplier removes any packaging or packing materials from the Delivery Address.

7 Price

7.1 The Price shall be as stated in the Order and unless otherwise so stated shall be:-

7.1.1 exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice); and

7.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than VAT.

7.2 Unless otherwise agreed the Supplier shall not increase its rates (whether on account of increased material, labour or transport costs, increased Supplier rates, fluctuation in rates of exchange or otherwise) more than once in each calendar year.

7.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier whether or not shown on its own terms of sale.

8 Terms of Payment

8.1 The Supplier may invoice the Buyer on or at any time after delivery and receipt of the Goods or performance of the Services as the case may be and each invoice shall quote the number of the Order.

8.2 Unless otherwise stated in the Order the Buyer shall pay for the Goods within 60 days [after the end of the month] of receipt by the Buyer of the Supplier's invoice.

8.3 The Buyer may set off against the Price any sums owed to the Buyer by the Supplier.

8.4 If the Buyer fails to pay any undisputed sum on the due date the Supplier may charge interest on such sum until payment is made at the rate of 4% per annum above the Bank of England base rate from time to time.

9 Risk and Property

9.1 Risk of damage to or loss of the Goods shall pass to the Buyer on delivery to the Buyer in accordance with the Contract.

9.2 The property in the Goods shall pass to the Buyer on delivery unless payment for the Goods is made prior to delivery when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract.

10 Warranties and Liability

10.1 The Supplier warrants to the Buyer that the Goods will:

10.1.1 be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier in writing at the time the Order is placed;

10.1.2 be free from defects in design, material and workmanship;

10.1.3 correspond with any relevant specification or sample;

10.1.4 comply with all statutory and EC requirements and regulations relating to the sale of the Goods; and

10.1.5 have an expiration date of more than 12 months from the date of delivery, unless otherwise agreed in writing by the Buyer.

10.2 The Supplier warrants to the Buyer that the Services will be performed by appropriate qualified and trained personnel with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances.

10.3 The Supplier warrants shall at all times maintain the licences and consents necessary for the supply of the Goods and Services.

10.4 Without limiting any other remedy if any Goods or Services are not supplied or performed in accordance with the Contract then the Buyer shall be entitled:

10.4.1 to require the Supplier to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within seven days; or

10.4.2 at the Buyer's sole option and whether or not the Buyer has previously required the Supplier to repair the Goods or to supply any replacement Goods or Services or to treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the Price which has been paid.

10.5 The Supplier shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:

10.5.1 breach of any warranty given by the Supplier in relation to the Goods or Services;

10.5.2 any claim that the Goods infringe or their importation, use or resale infringes the patent, copyright, design right, trade mark or other intellectual property rights of any other person except to the extent that the claim arises from compliance with any specification supplied by the Buyer;

10.5.3 any liability under the Consumer Protection Act 1987 in respect of the Goods;

10.5.4 any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering and installing the Goods; and

10.5.5 any act or omission of any of the Supplier's personnel in connection with the performance of the Services.

10.6 Neither the Supplier nor the Buyer shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of its obligations in relation to the Contract if the delay or failure is beyond that party's reasonable control including but not limited to

shortages of raw materials, strikes or lockouts, riots and civil commotion or acts of God, fire, theft, war and embargo.

11 Insurance

The Supplier shall maintain insurance of such types and amounts as specified in the Order or, if not specified, as is necessary to meet its obligations under the Contract and shall provide the Buyer with evidence of the same on request.

12 Termination

12.1 The Buyer may cancel the Order (for all or part only of the Goods and/or Services) by giving written notice to the Supplier at any time before delivery, in which case the Buyer shall pay the Supplier the price for the cancelled Goods and/or Services, less any cost savings accruing to the Supplier by reason of the cancellation.

12.2 Without affecting any other right or remedy available to it, either party may terminate this Contract on giving not less than 30 days' written notice to the other party.

12.3 The Buyer may terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:

12.3.1 the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

12.3.2 an encumbrancer takes possession, or a receiver is appointed of any of the property or assets of the Supplier; or

12.3.3 the Supplier ceases or threatens to cease to carry on business; or

12.3.4 the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

13 Remedies

If any Goods are not supplied in accordance with, or the Supplier fails to comply with, any terms of the Contract, the Buyer may (without prejudice to any other right or remedy) exercise any one or more of the following rights or remedies, whether or not any part of the Goods have been accepted by the Buyer:

13.1 rescind the Contract; or

13.2 reject the Goods (in whole or in part) and return it 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 immediately by the Supplier; or

13.3 require the Supplier, at the Supplier's expense, either (at the Buyer's option) to remedy any defect in the Goods and carry out such other work as is necessary to ensure that the Goods is in all respects in accordance with the Order or to supply replacement equipment, provided that if the Supplier refuses to remedy the defect in the Goods or to supply replacement equipment within 15 days of receiving such a request, the Goods may purchase replacement equipment from another source and the Supplier shall reimburse the Buyer for all costs and expenses reasonably incurred in doing so; or

13.4 refuse to accept any further deliveries of the Goods, without liability to the Supplier; and in any case to claim such damages as it may have sustained in connection with the Supplier's breach or breaches of the Contract not otherwise covered by this clause 13.

14 Confidentiality

14.1 The Supplier acknowledges that in order that it may produce and sell the Goods and/or perform the Services the Buyer may disclose or may authorise a third party to disclose confidential information to the Supplier and that the Buyer wishes to protect such information, whether disclosed visually, orally or in the form of drawings and other written materials ("Information").

14.2 The Supplier agrees:

14.2.1 not to use the Information otherwise than for the purpose for which it was disclosed and any other purpose expressly authorised by the Buyer in writing;

14.2.2 only to disclose the Information, and then only to the extent necessary, to those of the Supplier's employees to whom disclosure is necessary for the purpose for which it was disclosed;

14.2.3 not to disclose the Information to any third party except for the purposes for which it was disclosed and shall ensure that any such third party is bound by suitable confidentiality obligations prior to the disclosure of the Information;

14.2.4 not to copy or reduce the Information to writing except as may be reasonably necessary for the purposes for which it was disclosed; and

14.2.5 to return to the Buyer on demand all Information which has been supplied to or acquired by the Supplier in the form of drawings and other documentation, including all copies thereof, and to destroy all notes and other written reports which have been made pursuant to clause

14.2.6 containing Information, except as authorised in writing by the Buyer or as necessary to complete any outstanding obligations (whereupon such items shall be returned on completion thereof), and the Buyer shall be responsible for ensuring that its employees fulfil the same.

14.3 Information shall be subject to the conditions as to non-disclosure and non-use as set out above unless or until such time as the Information comes into the public domain otherwise than by breach of this clause 14,

or the Information is received by the Supplier from a bona fide third party without breach of any obligation to the Buyer.

15 General

15.1 The Supplier shall not assign, transfer or purport to assign or transfer to any other person any of its rights, or sub-contract any of its obligations, under the Contract.

15.2 The Contract shall not be enforceable by a person who is not a party to it under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

15.3 Nothing in the Contract is intended or shall be deemed to constitute a partnership, joint venture or agency relationship of any kind between the parties.

15.4 Any notice or other information to be given under these Terms shall be treated as having been validly given if served personally on that party or if sent by first class pre-paid post, fax or email to the last known address of that party. If sent by first class pre-paid post, the notice shall be treated as having been received 2 days after the date of posting. If sent by fax or email, the notice shall be treated as having been received on the same day if sent during normal working hours or on the next working day where sent outside such hours (provided it is supported by a valid transmission or server delivery receipt).

15.5 These Terms constitute the entire agreement between the parties and supersede all previous agreements and understandings between them, whether written or oral, relating to their subject matter.

15.6 No waiver by the Buyer of any breach of these Terms by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provisions.

15.7 If any provision of these Terms is declared by any judicial or any other competent authority to be void, voidable, illegal or otherwise unenforceable, it shall be limited to eliminated to the minimum extent necessary so these Terms shall otherwise remain in full force and effect and enforceable.

15.8 The Contract shall be governed by the laws of England and the Supplier agrees to submit to the nonexclusive jurisdiction of the English courts.

16 Modern Day Slavery Policy

CLEAN is committed to ensuring that it complies with section 54 of the Modern Slavery Act 2015 and that all of its business operations are free from involvement with slavery or human trafficking.

16.1 The Supplier agrees:

16.1.1 To identify and address areas of high risk of slavery and human trafficking in their supply chain.

16.1.2 Not to award contracts where suppliers do not demonstrate their commitment to ensuring that slavery and human trafficking are not taking place in their business or supply chains.

16.1.3 That it is compliant with the National Living Wage and ensuring compliance with all aspects of employment law.

16.1.4 Be compliant with CLEAN's Anti-Slavery Policy.

17 Anti-Bribery Policy

CLEAN is committed to ensuring that it complies with section 54 of the Modern Slavery Act 2015 and that all of its business operations are free from involvement with slavery or human trafficking.

17.1 The Supplier agrees:

17.1.1 To identify and address areas of risk of Bribery and or Corruption in their supply chain.

17.1.2 Not to award contracts where suppliers do not demonstrate their commitment to ensuring that Bribery and or Corruption are not taking place in their business or supply chains.

17.1.3 That it is compliant with all aspects of the Bribery Act.

17.1.4 Be compliant with CLEAN's Anti-Bribery Policy.

18. Sustainability

18.1 Environmental Compliance

18.1.1 The Supplier shall comply with all applicable environmental laws, regulations, and standards in the jurisdictions in which it operates. This includes, but is not limited to, laws relating to waste disposal, emissions, resource usage, and hazardous materials.

18.2 Resource Efficiency and Emissions Reduction

18.2.1 The Supplier agrees to take reasonable steps to minimize its environmental impact by improving energy efficiency, reducing greenhouse gas emissions, and conserving water and other natural resources. The Supplier shall maintain records of its environmental performance and provide such data upon request via Cleans GHG Portal (Greenly)

18.3 Sustainable Sourcing

18.3.1 The Supplier shall ensure that all raw materials used in the production of goods or services provided under this Agreement are sourced responsibly and, where applicable, certified by recognized sustainability standards (e.g., FSC, Fair Trade, RSPO).

18.4 Waste Management

18.4.1 The Supplier shall implement practices to reduce, reuse, and recycle waste materials and shall dispose of any waste in a manner that minimizes environmental harm.

18.5 Continuous Improvement

18.5.1 The Supplier shall demonstrate a commitment to continuous improvement in its sustainability practices and shall cooperate with the Purchaser in identifying and implementing opportunities for improvement. The supplier will agree to complete Cleans sustainability questionnaire through the Greenly portal and work with Clean to ensure alignment against Cleans Sustainable 7 strategy.

18.5.2 Supplier is expected to have in place or working towards a set of Climate goals and supporting actions to lower their Co2 footprint.

Supplier is expected to have in place or working towards the completion of a Green House Gas report.

Supplier is expected to have in place or to be working towards science-based sustainability targets (SBTI)

18.6 Audit and Non-Compliance

18.6.1 The Purchaser reserves the right to audit the Supplier's sustainability practices and request documentation or third-party certifications. In the event of non-compliance, the Supplier shall promptly develop and implement a corrective action plan. Continued non-compliance may result in termination of the Agreement.