



# Supplier Terms and Conditions



## It is the Suppliers responsibility to keep One Planet Products informed of any changes to the specification or pricing of the Products listed.

**1. SUPPLY OF PRODUCTS AND SERVICES:** Products and Services will be provided by the Supplier to the members in accordance with the terms of this Agreement and of any Purchase Order. OPP will not order any Products and Services either on its own behalf or as agent for any Member and will not be liable for any orders (or payment of any orders) placed by any Member. Orders for the Products and Services will be placed in accordance with the order process as agreed between OPP and the Supplier. The Supplier will in effecting Product and Service delivery, comply with (in addition to the terms of this Agreement), the terms of the relevant Purchase orders. In the case of inconsistency between the terms of any Purchase order and the terms of this Agreement, the terms of this Agreement shall prevail. The Supplier acknowledges that neither OPP nor any of the Members has, or does, guarantee any minimum level of purchase, of that any Member will necessarily acquire any, of all of, its requirements of the Products and/or Services from Supplier. OPP acknowledges that, notwithstanding any other provision of this Agreement, the Supplier shall not be obliged to supply a Member with Products and/or Services and accordingly, the Supplier may refuse a purchase order.

**2. PRE-EXISTING ARRANGEMENTS WITH SUPPLIER AND MEMBER:** The terms of this Agreement will not supersede any existing arrangements between the Supplier and a Member unless agreed by the Supplier.

**3. JOINT ANNOUNCEMENTS:** Neither party shall release any announcement or press release or, save as provided in this Agreement despatch any circular, relating to this Agreement unless and until the form and consent of such announcement or circular have been submitted to and agreed by, the other party. Notwithstanding the above the parties agree that OPP shall be entitled to publish details of the Products (including limitations, information on pricing, discounts, environmental credentials and OPP Product review), on its website and publish the Supplier's name and other information on the website; and periodically throughout the Term make public announcements detailing the suppliers which OPP has entered into Agreements with and the products available through OPP.

**4. OPP MEMBERS:** The Supplier acknowledges that OPP may, from time to time nominate additional Members; and remove Members as Members.

**5. SUPPLIERS' OBLIGATIONS AND REPRESENTATIONS:** The Supplier shall be solely responsible for all costs it incurs in connection with the OPP website (the Service) and this Agreement, including, without limitation, expenses associated with creating, updating and otherwise managing images, delivering images to the Service and establishing and maintaining links between images and web sites outside the Service (collectively, "Supplier's Web Content"). Supplier warrants and represents at all times that Supplier owns and/or has the right to permit use of the Images by OPP and that neither the Images nor the Supplier's Web Content will infringe the rights of any third party or violate any foreign or domestic, local law or regulation.

**6. OPP RIGHTS:** OPP shall have the right to approve the form and content of all Images and no changes shall be made to any Images without OPP's consent. OPP shall have the right to refuse to include in the Service, and to remove from the Service without notice, any Image that OPP determines does not meet the Service's standards or comply with the Service Terms or any Image linking to the Supplier's Web content, which OPP deems unlawful or inappropriate in its sole discretion. OPP may use the Supplier's name and Images to promote OPP and the Service in all media and to use information concerning Pages, Impressions and users for OPP's own use and for use in connection with the Service, provided OPP does not reproduce Images without Supplier's prior consent. OPP shall have the right to assess Supplier's

products in relation to environmental performance and include such information on the OPP website as it deems appropriate.

**7. WARRANTIES:** No warranty/liability. OPP makes no warranties of any kind, whether express or implicit, including any implied warranty or merchantability or fitness of the service for a particular purpose including, without limitation, the type or number of service participants or the type or number of pages which will be accessible through the service. OPP shall not be liable for any service participants nor for the contents of websites or pages, nor for any loss, cost, damage or expense (including solicitor's fees) incurred by Supplier in connection with supplier's participation in the service, including, without limitation, any technical malfunction, computer error or loss of data, or other injury, damage or disruption to Supplier's images. In no event shall OPP be liable for any indirect, incidental, consequential, special or exemplary damages arising out of or related to this Agreement even if such damages are foreseeable and whether or not OPP has been advised of the possibility thereof.

**8. PRODUCT AND SERVICE PERFORMANCE WARRANTIES:** The Supplier warrants and undertakes that they will use their best efforts to ensure Products: will be compliantly delivered, and in timely manner; will be free from defects in design, materials and workmanship; will be fit-for-purpose; where manufactured by Supplier, will meet the relevant Specifications; and where not manufactured by Supplier, will meet the current specifications of the manufacturer of the relevant Product. The Supplier warrants and undertakes that the Services: will be compliantly delivered, and in a timely manner; will be performed with due care, skill and diligence; and will meet the relevant Standards.

**9. COMMUNICATIONS CODE OF PRACTICE:** The Supplier agrees to comply with the OPP Communications Code of Practice as amended from time to time. No waiver, modification or addition to this Agreement shall be valid unless in writing and signed by both the parties. The foregoing shall not limit OPP's right to waive, modify or make additions to the Service. If any provision of this Agreement shall be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Agreement shall not be affected in any other jurisdiction. This Agreement shall be governed by and construed in accordance with English law and each of the parties irrevocably submits to the exclusive jurisdiction of the English courts.

**10. MISCELLANEOUS:** The Supplier shall not have, or claim, any right title or interest in or to any Pages, the Service or any elements thereof (including, without limitation, grant of a license in or to the Service or any software, source codes, modifications, updates and enhancements thereof or other aspect thereof), the name "One Planet Products" or any derivatives thereof, or any other trademarks and logos owned or controlled by OPP and made available through the Service or otherwise. Each party hereto shall be and act as an independent contractor and not as partner, joint venture, or agent of the other.

**11. TERM AND TERMINATION:** The Agreement will continue until otherwise agreed by the parties in writing. Either party may terminate this Agreement at any time by giving not less than 30 days notice in writing. Termination will be without prejudice to any rights of either party against the other which accrued prior to the time of termination which otherwise relate to or may arise at any future time from any breach or non-observance of obligations under this Agreement which arose prior to the time of termination.