

# INTERFACE EMEA GENERAL PURCHASE TERMS AND CONDITIONS

## General

1.1 These General Purchase Terms and Conditions ("Terms") apply to all purchases of Deliverables by Interface European Manufacturing B.V. or its affiliated companies in EMEA (we or Interface) from supplier, including its affiliated companies (you), unless explicitly agreed otherwise in writing.

1.2 "Deliverables" means individually or collectively as the context may require goods, rights and/or services provided by you to Interface based on an order from Interface.

1.3 Any terms & conditions used by you are hereby explicitly rejected by Interface.

1.4 Interface reserves the right to amend these Terms at any time.

## Orders

2.1 We are only obligated to purchase the Deliverables as we order from you.

2.2 If you wish to reject our order and/or make a counteroffer you must clearly and explicitly state this when responding to an order.

2.3 All orders will comprise our express written order, these Terms, any expressly agreed deviations and any mandatory content required by law. In the event of any conflict or inconsistency in the purchase documents, the order of precedence is (1) any express written agreement between Interface and you; (2) Interface's order; (3) these Terms.

## Price

3.1 The price of the Deliverables is fixed in the currency stated on the order.

3.2 The price will exclude any applicable VAT, include all charges for packaging, packing, shipping, carriage, insurance and delivery, commissioning or performance of Deliverables to or at the delivery address, and of any duties or levies other than VAT.

3.3 We will be entitled to any discount for prompt payment, bulk purchase or the like normally granted by you in comparable circumstances.

3.4 When we are reliant on you for any supplies for maintenance, training, spare parts, consumables or other goods, rights or services to benefit fully from the Deliverables, then you will provide those supplies or procure them to be provided, for at least 36 months following completion of the order, at fair and reasonable prices.

## Payment

4.1 Invoices for the Deliverables may be sent to Interface on, or after, completion of the order. No sum may be invoiced more than six months after completion of said order.

4.2 Invoices must quote the number of Interface's order and be sent in duplicate to: Interface European Manufacturing B.V., f.a.o. Financial Administration, P.O. box 16, 3925 ZG Scherpenzeel, The Netherlands.

4.3 Unless otherwise stated in the order, we will pay the order price within 60 days of the end of the month in which we receive the invoice.

4.4 We will be entitled to set off any amounts owed to us by you.

## Specifications

5.1 If we order:

- *goods*, the order includes the supply of all relevant documentation and certification, and of any commissioning necessary to enable Interface to use them;
- *services*, the order includes the complete performance of those services including any employee instruction, manuals, explanations or certifications necessary to enable Interface to benefit from them.

5.2 All our orders will include any legal rights necessary to use the Deliverables.

5.3 The quantity, quality and description of Deliverables will be as specified in Interface's order or confirmation.

5.4 You have sole responsibility for complying with all applicable regulations and other legal requirements (e.g. anti-slavery/forced labour laws, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act) concerning the performance of the order and Deliverables, and for ensuring that we can fully utilise the Deliverables.

5.5 We will be allowed to inspect any contract goods (and your premises) during manufacture and storage so long as we request an inspection by reasonable notice. If following from the inspection, we are not satisfied with the quality of or processes regarding the Deliverables, you will take the necessary steps to ensure compliance within a prescribed period, which, if not corrected by you, permits Interface to terminate the contract and/or order without penalty.

5.6 We are entitled to amend the desired specifications (including timings and quality) of an order prior to the order being completed, provided that this is reasonable given the circumstances. When the change:

- *reduces your costs*, the contract price will be reduced to fairly reflect the saving;
- *increases your costs*, you may notify us promptly in writing of a proposed fair revision

of the price, which will have to be mutually agreed upon prior to the amendment taking effect;

- *is unachievable*, you may notify us of that promptly and in writing, with reasons. Both parties will then use reasonable efforts to reach a mutually acceptable solution.

In the absence of a written response to our proposed amendment, it will be deemed to have been accepted with immediate effect without price increase. The "prompt" notice shall be given within 2 working days from our request. In no event will we be liable to you in respect of any order amendment for more than a reasonable reflection of such increased costs as you could not reasonably have been expected to avoid.

5.7 If the Deliverables consist of standard or stock goods, we can cancel our order at any time prior to delivery by written notice without being liable for compensation. For all other Deliverables, we will reimburse you for all irrecoverable direct costs incurred, or unavoidably committed, by you up to the point of cancellation of the order up to a maximum of 80% of the purchase price for the cancelled commitment. We will be entitled, if we wish it, to the part-finished Deliverables in question.

5.8 If requested you will provide records showing the full traceability of your production process of and ingredients used in any goods delivered to us, including any involved third party's activities. These records must be provided as soon as possible, stored for at least two years after an order is completed and demonstrate compliance with all legal or regulatory requirements and with the specifications in this clause.

5.9 You will comply with any reasonable requirements we may have regarding the packaging, packing and shipment of any Deliverables.

## Delivery and risk

6.1 The Deliverables will be delivered to or performed at the address and on the date stated in the order during usual business hours. If the delivery address and/or date are not specified on the order, we will provide these to you as soon as possible.

6.2 The date of delivery/performance of the order will be of the essence.

6.3 All orders will be delivered DDP (Incoterms 2020).

6.4 A packing note quoting the number of the order must accompany each delivery or consignment of goods and must be displayed prominently.

6.5 If agreed, an order may be delivered in instalments. If you fail to deliver or perform one or more instalments, we may refuse to accept the entire order.

6.6 We may reject any Deliverables which are not fully in accordance with the contract.

6.7 Acceptance does not occur until we have had a reasonable time to inspect or consider the relevant Deliverables following supply and, in the case of latent defect, a reasonable time after the defect becomes apparent.

6.8 If packaging recycling requirements apply, you will take back the packaging free of charge on request.

6.9 In case of a late delivery you forfeit a penalty, immediately due and payable of 1% per week of the entire order amount with a maximum of 15%, in addition to any other remedies available to us.

6.10 When a delivery occurs on our premises best industry standards shall be adopted by you for the health and safety of your personnel and any other individuals involved. Your personnel must comply with our instructions regarding security, health and safety and otherwise. We may refuse access if these instructions are not followed. You will be liable for all damage and injury caused by and to your staff.

## Warranties

7.1 You warrant that:

- all Deliverables will comply with the quantity, quality, description and specification as those set out in our order, or of the best standards reasonably to be expected in the market for that kind of deliverable; and
- all goods will be free from defects in materials and workmanship; and
- all claims made in your advertisements are correct and can be relied upon; and
- all services will be performed by appropriately qualified and trained personnel; and
- the Deliverables are suitable for our intended purpose, unless when you have expressly notified us of any unsuitability.

7.2 All warranties, conditions and other terms implied by statute or common law in our favour will apply to any Deliverables bought from you.

## Liability

8.1 You will indemnify us against any cost, claim, expense or liability arising from any risk related to the order.

8.2 If you fail to comply with any obligation of an order we will be entitled, at our discretion, to reject any Deliverables and withhold payment for that Deliverable(s).

8.3 If Deliverables do not comply with the specifications we can demand that you either repair or replace the Deliverables within seven days or, at our sole discretion, we can reject the Deliverables and demand the repayment of any sum already paid.

8.4 We will not be liable to you for any delay or failure to perform any of our obligations under this contract if the delay or failure was due to force majeure.

8.5 If any Deliverables were bought or obtained by you from a third party then any benefits or indemnities that you hold from that third party, in respect of those Deliverables, will be held on trust for us.

8.6 You will ensure all required insurances covering the normal insurance risks relevant to the order, on terms and for amounts consistent with normal business prudence. A proof of any such insurance should be provided upon our request.

## Termination and dissolution

9.1 We are entitled to completely or partially terminate a contract or order without further notice of default (without prejudice to our other rights), when:

- you default on one or more of the obligations related to the contract or order;
- you are declared bankrupt, suspension of payment is requested, your business has been shut down or liquidated, or your business has been transferred to a third party;
- the delivery is rejected after inspection or re-inspection;

9.2 Upon the occurrence of one of the above events all of our orders not yet completed are thereby terminated, unless we notify you that we expect compliance within a reasonable period in which case we may suspend our payment until your obligations have been sufficiently secured, without additional compensation.

9.3 If a contract or order is terminated, all our claims and receivables from you will be immediately due and you shall be liable for all damages suffered by Interface including loss of profit and transportation costs.

## Confidentiality

10.1 All non-public information you receive from us and of which it is apparent to a reasonable person that such information is confidential, such as product development, commercial strategies, operations plans, production processes, methods, recipes, research & development, computer programming, etc. must be kept confidential and not disclosed to any third parties.

## Rights

11.1 All rights related to an order, i.e. confidential information, patent, copyright, trademarks, computer programming will be owned by Interface and as such are assigned by you to us to their fullest extent.

11.2. If full ownership of any rights following from an order is not achievable, you will validly licence those rights or procure them to be validly licensed to us on the following terms: assignable; royalty-free; covering usage for any likely intended purpose; and free of any obligation on us unless expressly agreed otherwise.

11.3 You will assist us in obtaining the rights mentioned in this clause, within reason.

11.4 Any material supplied to you by Interface will always remain our property. We will retain all intellectual property rights in any plans, design drawings, computer programs, compilations of data, specifications or the like.

## Miscellaneous

12.1 You are not allowed to transfer your rights and/or duties to any third party without our prior written consent.

12.2 Failure by either party to act on a provision in these Terms will not be deemed a waiver of that party's right.

12.3 All provisions in these Terms are severable. Should any provision be determined invalid or unenforceable, in which case it will be replaced by a provision that comes as close as legally and economically possible to the order.

12.4 Written in these Terms can mean pre-paid post or e-mail.

12.5. Supplier must always abide by Interface's Supplier Code of Conduct the most recent version of which is available on Interface's public website.

## Applicable law and competent court

13.1 These Terms shall be governed by the local law and subject to the exclusive jurisdiction of the local court where the relevant Interface affiliated entity is located.

13.2 The applicability of the Vienna Sales Convention is excluded.

## Environmental policy, personnel policy, safety

14.1 You will adhere to our norms with regard to having an environmentally friendly enterprise, responsible personnel policy and the safety of employees and other third parties concerned. The applicable protocols will be sent to you on request.