

1. INTERPRETATION

In these conditions the following words shall have the following meanings:

The Contract: the Order and the Supplier's acceptance of the Order

Delivery Address: the address stated in the Order where the goods are to be delivered and /or the Services performed;

SCUKL; Santander Cards UK Limited. (Registered in England and Wales. Registered number: 1456283);

Santander Group: SCUKL and any of its subsidiaries, holding companies or subsidiaries of any of its holding companies as those terms are defined in sections 736 and 736A of the Companies Act 1985 (as amended);

Good Industry Practice: the exercise of that degree of skill, care, diligence and foresight which would ordinarily be expected from a skilled and experienced person performing the role of the Supplier under the Contract seeking in good faith to comply with its contractual obligations and all applicable law;

Goods: the goods (including any part or parts of them), if any, described in the Order;

Order: any purchase order from SCUKL, which shall be deemed to incorporate these conditions;

Price: the price payable by SCUKL for the Goods and/or Services, as stated in the order

Services: the services, if any, specified in the Order;

Supplier: means the Supplier of the Goods and/or Services named in the Order;

Specification: any specification or description of the Goods and/or Services required provided by SCUKL or any member of the Santander Group to the Supplier.

- 1.1** In these conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 1.2** The headings in these conditions are for convenience only and shall not affect their interpretation.
- 1.3** The euisdem generis rule does not apply to this Contract and accordingly the meaning of general words is not to be restricted by any particular examples preceding or following these general rules.

2 BASIS OF PURCHASE

2.1 These terms and conditions are the only terms and conditions that shall govern the Contract to the entire exclusion of all other terms and conditions. No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of order, specification or similar document (including as implied by trade custom or practice or by course or dealing) will form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

2.2 Each Order shall be deemed to be an offer by the SCUKL to purchase the Goods and/or Services for itself or on behalf of a member of the Santander Group subject to these conditions. The acceptance of the Order is limited to and conditional upon acceptance by the supplier of these terms and conditions. Any variation to these conditions shall have no effect unless expressly agreed in writing and signed by a duly authorised officer of SCUKL.

2.3 No verbal or telephone order will be recognised until confirmed by an Order. All instructions given in the Order must be strictly complied with. Failure to comply with such instructions may result in the cancellation of the Order. If such cancellation results from such omission as aforesaid, no member of the Santander Group will be under any obligations to the Supplier whatsoever (either financial or otherwise).

3 GOODS AND/OR SERVICES

3.1 The quantity, quality, description of the Goods and/or Services will, subject as provided in these Conditions, be as specified in the Order and/or any Specification and/or as agreed in writing by SCUKL.

3.2 The Supplier warrants to SCUKL that the Goods:

- 3.2.1** will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 as amended) and fit for any purpose held out by the Supplier or made known to the Supplier at the time the Order is placed;
- 3.2.2** will be free from defects in design, materials and workmanship and will remain free from such defects for a period of not less than 18 months after delivery;
- 3.2.3** will correspond with any Specification, any sample and description in the Order;

3.2.4 will not contain any arsenic, asbestos, benzene, carbon tetrachloride, lead or cadmium;

3.2.5 will not be produced using forced, indentured or convict labour of persons in violation of the labour laws of the country of manufacture; and

3.2.6 will comply with all applicable laws and regulations.

3.3 The Supplier warrants to SCUKL that the Services will be supplied with all reasonable skill and care and in accordance with Good Industry Practice and comply with all applicable laws in force at the time of delivery.

3.4 In providing the Goods and ordering the Services the Supplier warrants that it shall not do or omit to do anything which will or is likely to damage the goodwill and/or reputation of SCUKL. In particular the Supplier will comply with all applicable health and safety and environmental laws.

3.5 The Supplier will not unreasonably refuse any request by SCUKL 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 SCUKL with all facilities reasonably required by it for inspection and testing.

3.6 If as a result of inspection or testing, SCUKL is not satisfied that the Goods will comply in all respects with the Order and/or Specification or are otherwise defective or substandard in any manner, and SCUKL informs the Supplier within 10 working days of inspection or testing that this is the case, SCUKL shall have the right to require the Supplier to take such steps as SCUKL deem necessary to ensure compliance with the order or to reject the Goods and/or Services and SCUKL shall have the right to require and witness further testing and inspection. In the event that SCUKL exercises its right to cancel the Order, as set out above, the Supplier shall, within a reasonable time, replace such rejected Goods and/or Services with Goods and/or Services which accord in all respects with the terms of the relevant Order.

3.7 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the contract.

3.8 The Goods will be marked by the Supplier in accordance with SCUKL instructions and any applicable requirements of the carrier. And properly packed and secured so as to

reach the Delivery Address in an undamaged condition.

4 DELIVERY OF GOODS /PERFORMANCE OF SERVICES

4.1 The Goods will be delivered to the Delivery Address on the date or within the period stated in the Order in either case during SCUKL business hours

4.2 The Services shall be performed at the Delivery Address on the date or within the period stated in the Order in either case during SCUKL business hours

4.3 The time of delivery of the Goods and/or performance of the Services is of the essence of the Contract so that if the Goods are not delivered on time or the Services are not performed on time, SCUKL may at its sole discretion, cancel the Order in whole or in part without liability to the Supplier, purchase substitute items elsewhere and recover any loss, damage and/or additional costs incurred from the Supplier.

4.4 SCUKL will be entitled to reject any Goods delivered which are not in accordance with the Contract and SCUKL shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent. On rejecting any Goods, SCUKL shall give the Supplier a notice of rejection specifying the reasons therefore and shall return the rejected Goods to the Supplier at the Supplier's risk and expense

4.5 The Supplier will supply to SCUKL at the same time as they are delivered any instructions or other information require to enable SCUKL to accept delivery and make full and proper use of the Goods. If the Goods contain substances for which information is required to be provided under the Control of Substances Hazardous to Health Regulations 1999(SI 1999/437) then the Supplier will supply all information necessary to comply with COSHH Regulations and such other information as SCUKL shall require

4.6 SCUKL 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 SCUKL

4.7 The signature of any officer or employee of SCUKL given on any delivery note or other documentation presented for signature in connection with the delivery of Goods will be evidence only of the number of packages received. In particular, it is not evidence that the correct quantity of Goods has been delivered or that the Goods delivered are in good condition

4.8 The Supplier shall ensure that each delivery is accompanied by a delivery

note which shows, inter alia, the order number, date of order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.

4.9 Where SCUKL agrees in writing to accept delivery by instalments the Contract will be construed as a single contract in respect of each instalment. Nevertheless, failure by the Supplier to deliver any one instalment shall entitle SCUKL at its option to treat the whole Contract as repudiated and/or to cancel the Order in whole or in part without liability to the Supplier, purchase substitute items elsewhere and recover any loss, damage and/or additional costs incurred from the Supplier.

4.10 If the Goods are delivered to the SCUKL in excess of the quantities ordered the SCUKL shall not be bound to pay for the excess and any excess will be and will remain at the Supplier's risk and will be returnable at the Supplier's expense.

5 REMEDIES

5.1 Without prejudice to any other remedy if any Goods are not supplied in accordance with the Contract, then SCUKL will be entitled;

5.1.1 to require the Supplier to supply replacement Goods or remedy any defect in the Goods within 7 days or;

5.1.2 to cancel the Order in whole or in part without liability to the Supplier, purchase substitute items elsewhere and recover any loss, damage and/or additional costs incurred from the Supplier; or

5.1.3 to treat the Contract as repudiated by the Supplier's breach, claim damages for repudiatory breach and require the repayment of any part of the Price which has been paid ; or

5.1.4 to require the Supplier to pay to it any costs, losses, damages or expenses suffered by SCUKL in consequence of such failure

5.2 Without prejudice to any other remedy if the Services are not supplied in accordance with the contract, then SCUKL will be entitled

5.2.1 to require the Supplier to re-supply the Services within 7 days; or

5.2.2 to cancel the Order in whole or in part without liability to the Supplier, purchase substitute items elsewhere and recover any loss, damage and/or additional costs incurred from the Supplier; or

5.2.3 to treat the Contract as repudiated by the Supplier's breach, claim damages for repudiatory breach and require

5.2.4 the repayment of any part of the Price which has been paid to require the Supplier to pay to it any costs, losses, damages or expenses suffered by SCUKL in consequence of such failure

6 INDEMNITY

6.1 The Supplier indemnifies each member of the Santander Group on demand and will keep the same fully and effectively indemnified from and against all claims, demands, liabilities, damages, losses, costs and expenses awarded against or incurred or paid by any member of the Santander Group as a result of or in connection with:

6.1.1 breach of any warranty or condition of the Contract by the Supplier

6.1.2 any claim that the Goods and/or Services infringe, or their importation, use or resale, infringes the patent copyright, design, right, trademark or other intellectual property rights of any other person;

6.1.3 any act or omission of the Supplier, its employees, agents or sub-contractors in supplying, delivering or installing the Goods and/or Services in connection with the order

7 RISK/PROPERTY

7.1 The Goods shall remain at the risk of the Supplier until delivery to SCUKL is complete (including off-loading and stacking) when the risk in the goods shall pass to SCUKL, without prejudice to any right of rejection which may accrue to SCUKL under this Contract.. Ownership of the Goods will pass with full title guarantee to SCUKL upon delivery of the Goods unless payment for the Goods is made prior to delivery, when it will pass to SCUKL once payment has been made and the Goods have been appropriated to the Contract.

7.2 The Supplier shall remain liable for any loss or damage discovered after transfer of ownership of the Goods/performance of the Services, as a result of negligence, faulty packaging or handling by the Supplier, its subcontractors or agents.

8 PRICE AND PAYMENT

8.1 The Price shall be as stated in the Order and unless otherwise agreed in writing by SCUKL either in or with specific reference to the Order shall be exclusive of Value Added Tax but inclusive of all other charges. No variation in the Price or extra charges will be accepted by SCUKL

8.2 The Supplier will be entitled to invoice SCUKL on or at any time after delivery of the Goods or provision of the Services or at the other intervals,

if any, stated in the Order. Each invoice shall quote the Order number. Time for payment shall not be the essence of the Contract.

8.3 Without prejudice to any other right or remedy, SCUKL reserves the right to set off any amount owing at any time from the Supplier to SCUKL against any amount payable by the SCUKL to the Supplier under the Contract.

8.4 SCUKL will pay correct invoices 75 days from the date of invoice provided that the Goods and/or Services which are the subject of the invoice, have been provided in accordance with the Contract. Each invoice:

- 8.4.1 must only relate to one Order
- 8.4.2 contain a valid Order number and requestors name
- 8.4.3 description and quantities of the relevant Goods and/or Services must be clearly quoted
- 8.4.4 clearly marked as 'invoice' or 'credit note'
- 8.4.5 must contain an invoice date
- 8.4.6 must have the Supplier Value Added Tax number
- 8.4.7 needs to be addressed to Santander Cards UK Limited and sent to:-

SANTANDER CARDS UK LIMITED
Santander 7700
11 Caxton Hill
Hertford
Hertfordshire
SG13 7NE
United Kingdom

Whilst we endeavour to pay all invoices within the agreed payment terms if these guidelines are not followed then payment could be delayed. In certain circumstances, invoices may be returned to Supplier for correction or inclusion of any of the information mentioned in 8.4.1 – 8.4.7.

9.0 CONFIDENTIALITY

9.1 The Supplier shall keep in strict confidence all customer data, technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by SCUKL or its agents or any other confidential information concerning SCUKL business or its products which the Supplier may obtain and the Supplier shall restrict the disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Supplier's obligations to SCUKL and shall ensure that such employees, agents and sub-contractors are subject to like obligations of confidentiality as bind the Supplier.

9.2 The Supplier shall not, without first obtaining the written consent of SCUKL, in any way whatsoever, advertise or publish the fact that the

Supplier has contracted to supply the SCUKL the Goods and/or Services.

10 SANTANDER CARDS UK LIMITED PROPERTY

Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by any member of the Santander Group to the Supplier or not so supplied but used by the Supplier specifically in the manufacture of the Goods shall at all times be and remain the exclusive property of that member of Santander Group but shall be held by the Supplier in safe custody separate from all other goods in the Supplier's custody at the Supplier's own risk and must be maintained and kept in good condition by the Supplier until returned to the Santander Group and shall not be disposed of other than in accordance with SCUKL written instructions, nor shall such items be used otherwise than as authorised by SCUKL in writing. The Supplier indemnifies SCUKL against loss or damage to any such property while it is in the Supplier's custody and agrees to pay SCUKL for any such property which is not returned to SCUKL on demand being made by SCUKL.

11 TERMINATION

- 11.1 Without prejudice to any other rights or remedies which SCUKL may be entitled, SCUKL shall have the right at any time and for any reason to terminate the Contract forthwith in whole or in part by giving the Supplier written notice whereupon all work on the Contract shall be discontinued and SCUKL shall pay to the Supplier fair and reasonable compensation for work-in-progress at the time of the termination but such compensation shall not include loss of anticipated profits or any consequential loss of business, goodwill or otherwise.
- 11.2 Without prejudice to any other rights or remedies to which SCUKL may be entitled, SCUKL shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract forthwith if :
- 11.2.1 the Supplier commits a breach of any of the terms and conditions of the Contract;
 - 11.2.2 any distress, execution or other process is levied upon any of the assets of the Supplier;
 - 11.2.3 the Supplier has a bankruptcy order made against him or makes an arrangement or composition with its creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory)

except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up the Supplier or for the granting of an administration order in respect of the Supplier, or any proceedings are commenced relating to the insolvency or possible insolvency of the Supplier.

11.2.4 the Supplier ceases or threatens to cease to carry on its business; or

11.2.5 the financial position of the Supplier deteriorates to such an extent that in the opinion of SCUKL the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy.

11.3 The termination of the Contract, however arising will be without prejudice to the rights and duties of SCUKL accrued prior to termination. The conditions that expressly or impliedly have effect after the termination will continue to be enforceable notwithstanding termination.

11.4 The Supplier may only terminate the Contract if SCUKL fails to pay a sum due to the Supplier under the Contract within 90 days of the receipt of written notice from the Supplier stating that payment of the sum is overdue, attaching a copy of the relevant invoice, demanding payment within 90 days and referring to this clause. Termination by the Supplier under this clause will be by notice in writing to SCUKL.

12 ASSIGNMENT

12.1 The Supplier shall not be entitled to assign or otherwise transfer the Contract or any part of it without the prior written consent of SCUKL. The Supplier will not sub-contract any of its obligations under the Contract without the prior written consent of SCUKL.

12.2 SCUKL may assign the Contract or any part of it to any member of the Santander Group who receives the Goods and/or Services.

13 FORCE MAJEURE

SCUKL reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of SCUKL including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood,

epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

14 GENERAL

14.1 Each right or remedy of SCUKL under the Contract is without prejudice to any other right or remedy of SCUKL whether under the Contract or not.

14.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partially illegal, invalid, void, voidable, unenforceable, or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed

severable and the remaining provisions of the Contract and the remainder of such provisions shall continue in full force and effect.

14.3 Failure or delay by SCUKL in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any rights under the Contract.

14.4 The parties to this Contract do not intend that any term of this Contract will be enforceable by the virtue of the Contracts (Rights of Third Parties) Act 1999 other than by members of the Santander Group on behalf of whom SCUKL place an Order for the Goods and/or Services.

14.5 The formation, existence, construction, performance, validity and all other aspects of the Contract shall be governed by English Law and the Parties submit

to the non-exclusive jurisdiction of the English courts.

14.6 Any notice required or permitted to be given by SCUKL to the Supplier under the Contract shall be in writing addressed to the Company Secretary of the Supplier at its registered office from time to time. Any notice required or permitted to be given by the Supplier to SCUKL under the Contract will be in writing addressed to the Company at its registered office from time to time with a copy being sent to the Supplier's usual contact at SCUKL.

14.7 If the performance of the Order requires SCIL to have any permit or licence from any third party, government or other authority in Ireland or any other jurisdiction, the Order shall be conditional upon such permit or licence being available at the required time.