

DRAFT PURCHASE ORDER


This document does NOT represent a commitment of any kind from JW Anderson Ltd


A FINAL PURCHASE ORDER will be sent to you shortly.

JWANDERSON

FINISHED GOODS PURCHASE ORDER

PURCHASED BY:	VENDOR:	SHIP TO:	
JW ANDERSON LIMITED 21 PARR STREET LONDON, UK N1 7GW TEL: 44(0)203 794 8485 LYNDSAY WELCH	ROBERT TODD & SON LTD WOODLAND GRANARIES NARROW LANE WYMESWOLD LOUGHBOROUGH LE12 6SD UNITED KINGDOM	SAVINO DEL BENE JW ANDERSON LTD C/O SAVIN VIA DI LIMITE 148 CAMPO BISENZIO IT SHIP MODE: A	DELIVERY (Start/Finish) 01/08/2025 01/08/2025 PO #: 4979 USER PO #: PO ISSUED: 13/05/2025 PAYMENT TERMS: EDIT DATE: 13/05/2025 CURRENCY: USD

STYLE	FABRIC	COLOR	Sizes & Qty's								TOTAL QTY	PRICE EA:	EXT COST:	AGREED EX FACTORY	IMAGE:
KW1422	YN0463	006 - IVORY	XX	XS	S	M	L	XL	XX	100	66.69	6,669.00	01/08/2025		
CARDIGAN			S	7	23	33	26	11	L						
CONTENT: 55% YAK 45% MERINO WOOL															LINE 1
NOTES:															

STYLE	FABRIC	COLOR	Sizes & Qty's								TOTAL QTY	PRICE EA:	EXT COST:	AGREED EX FACTORY	IMAGE:
KW1422	YN0463	550 - HUNTER GREEN	XX	XS	S	M	L	XL	XX	100	66.69	6,669.00	01/08/2025		
CARDIGAN			S	7	23	33	26	11	L						
CONTENT: 55% YAK 45% MERINO WOOL													LINE 2		
NOTES:															

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ADDITIONAL PO COMMENTS

TOTAL QTY:	200
TOTAL VALUE USD:	13338.00

TERMS AND CONDITION APPLYING TO THE SUPPLY OF GOODS BY JW ANDERSON'S SUPPLIERS

1. Definitions

Affiliate Company:	a subsidiary or parent company of JW Anderson
Contract:	the contract between JW Anderson and the Supplier for the sale and purchase of the Goods in accordance with these Terms and Conditions.
Delivery Date:	the date specified in the Order.
Delivery Location:	the delivery location specified as the Ship to Address in the Order.
Goods:	the goods (or part of them) as set out in the Order.
JW Anderson:	JW Anderson Limited (registered in England and Wales with company number 06316966).
Letter of Undertakings:	the Supplier Letter of Undertakings provided by JW Anderson to the Supplier.
Materials	has the meaning set out in clause 9.
Mandatory Policies:	JW Anderson's business policies and codes listed in Schedule 1, as amended by notification to the Supplier from time to time.
Order:	the order for the Goods from JW Anderson to the Supplier set out in a JW Anderson purchase order in accordance with these Terms and Conditions. The purchase order must not be in draft form and must have been approved by JW Anderson.
Order Number:	the order number specified in the Order.
Specification:	any specification for the Goods, including any related plans and drawings, that is agreed between JW Anderson and the Supplier.
Supplier:	the person, firm or company from whom JW Anderson purchases the Goods.
Supplier Manuals:	the supplier manuals or sections thereof, if any, provided by JW Anderson to the Supplier as amended from time to time. If there is a conflict between these Terms and Conditions and the Supplier Manuals, the Supplier Manuals will take precedent.
Terms and Conditions:	the terms and conditions set out in this document as amended from time to time in accordance with clause 19.
UFLPA Entity List:	a list of entities published in relation to the Uyghur Forced Labour Prevention Act (UFLPA).

2. Scope of Application and basis of contract

- 2.1. These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2. The Order constitutes an offer by JW Anderson to purchase the Goods in accordance with these Terms and Conditions.
- 2.3. The Order shall be deemed accepted on the JW Anderson representative who had issued the Order receiving a written acceptance of the Order from the Supplier, at which point the Contract shall come into existence.
- 2.4. In the absence of the Supplier's written acceptance of the Order pursuant to clause 2.3., JW Anderson reserves the right not to accept the Goods and no sum shall be due from JW Anderson in respect of any such order which is rejected by JW Anderson where the Supplier fails to comply with clause 2.3(a).
- 2.5. The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Terms and Conditions.

3. Payment and invoicing conditions

- 3.1. Terms of payment: subject to the terms of these Terms and Conditions and save where expressly agreed otherwise in writing in the Order, JW Anderson shall pay correctly rendered invoices within 60 (sixty) days of the date of the invoice.
- 3.2. Method of payment is strictly by bank transfer to a bank account nominated in writing by the Supplier.

- 3.3. JW Anderson reserves the right to issue a “debit note” reflecting the discount set out in clause 7.2 of these Terms and Conditions deductible from any JW Anderson payments due to the Supplier if the Supplier fails to comply with the Delivery Date.
- 3.4. All amounts due under the Contract from the Supplier to JW Anderson shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 3.5. The Supplier shall send each invoice by email to the relevant JW Anderson representative specified in the Order and the payables department (accounts_payable@jwanderson.com).
- 3.6. The Supplier shall ensure that each invoice:
- (a) clearly states the date of the Order, the Delivery Location, the invoice number, the Order number (if any), the Supplier’s VAT registration number and any supporting documents that JW Anderson may reasonably require;
 - (b) clearly states all pre-payments or payments on account made by JW Anderson and discounted from the invoice. Where JW Anderson has made pre-payments or payments on account these shall be discounted from the invoice total in all cases.
 - (c) is addressed to:

JW ANDERSON LIMITED
21 Parr Street,
London, N1 7GW
- 3.7. The VAT registration number shall depend on the service provided and the delivery address as per the guidelines in the JW Anderson invoicing guidelines provided by JW Anderson to the Supplier from time to time.
- 3.8. If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 4% a year above the Bank of England’s base rate from time to time, but at 4% a year for any period when the base rate is below 0%.
- 3.9. JW Anderson may at any time set off any liability of the Supplier to JW Anderson against any liability of JW Anderson to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, JW Anderson may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by JW Anderson of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

4. Price

- 4.1. The price of the Goods shall be the price set out in the Order.
- 4.2. The price of the Goods includes the costs of packaging save where expressly specified otherwise in the Order.
- 4.3. Higher prices than those established in the Order may not be invoiced without prior notification and acceptance by JW Anderson. No extra charges shall be effective unless agreed in writing with JW Anderson.
- 4.4. The Supplier may invoice JW Anderson for the price of the Goods plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery.
- 4.5. JW Anderson undertakes to acquire the Goods requested under the economic conditions (freight, insurance, purchase price, etc.) agreed in the Order. In the case of agreement that freight charges be assumed by the Supplier, any deterioration and/or loss produced during transportation up to the moment the goods arrive at JW Anderson warehouses shall be the responsibility of the Supplier. Title and risk in the Goods shall therefore pass to JW Anderson on completion of delivery.

5. The Goods

- 5.1. The Supplier shall ensure that the Goods shall:
- (a) correspond with their description and any applicable Specification;
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by JW Anderson expressly or by implication, and in this respect JW Anderson on the Supplier's skill and judgement;
 - (c) where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and
 - (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 5.2. The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
- 5.3. JW Anderson may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 5.4. If following such inspection or testing JW Anderson considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 5.1, JW Anderson shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 5.5. JW Anderson may conduct further inspections and tests after the Supplier has carried out its remedial actions.

6. Delivery

- 6.1. The Supplier shall ensure that:
- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order Number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 6.2. The Supplier shall deliver the Goods:
- (a) on the Delivery Date;
 - (b) at the Delivery Location; and
 - (c) during JW Anderson's normal business hours, or as instructed by JW Anderson; and
 - (d) together with all documents relating to the Order (except invoices).
- 6.3. Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.
- 6.4. If the Supplier:
- (a) delivers less than 95% of the quantity of Goods ordered, JW Anderson may reject the Goods; or
 - (b) delivers more than 105% of the quantity of Goods ordered, JW Anderson may at its discretion reject the Goods or the excess Goods and any rejected Goods shall be returnable at the Supplier's risk and expense.
- JW Anderson reserves the right to arrive at a mutual agreement with the Supplier regarding any discount to be applied to any excess Goods. For more details please refer to the Supplier Manuals.
- 6.5. If the Supplier delivers more or less than the quantity of Goods ordered, and JW Anderson accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

6.6. The Supplier shall not deliver the Goods in instalments without JW Anderson's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle JW Anderson to the remedies set out in clause 7.

7. Remedies

7.1. If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings set out in clause 5.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, JW Anderson may exercise any one or more of the following rights and remedies:

- (a) to terminate the Contract;
- (b) to reject the Goods (in whole or in part) and return them to the Supplier, or its nominated freight forwarder, at the Supplier's own risk and expense;
- (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) to recover from the Supplier any costs incurred by JW Anderson in obtaining substitute goods from a third party; and
- (f) to claim damages for any other costs, loss or expenses incurred by JW Anderson which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

7.2. If Goods are not delivered on the Delivery Date, JW Anderson may, at its option, claim or deduct by way of liquidated damages the percentages set out in the table below and require that the Goods are express couriered at the Supplier's cost. If JW Anderson exercises its rights under this clause 7.2 it shall not be entitled to any of the remedies set out in clause 7.1 in respect of the Goods late delivery (but such remedies shall be available in respect of the Goods' condition.:

Description	% Discount	Comments
1 week late	no discount	MUST be express airfreighted at the Supplier's cost.
2 weeks late	10%	MUST be express airfreighted at the supplier's cost.
3 weeks late	20%	MUST be express air freighted at the Supplier's cost.
4 weeks late	50%	MUST be express airfreighted at the Supplier's cost and are subject to cancellation or reduction in numbers.

7.3. These Terms and Conditions shall apply to any repaired or replaced Goods supplied by the Supplier.

7.4. JW Andersons rights and remedies under these Terms and Conditions are in addition to its rights and remedies implied by statute and common law.

8. Title and Risk

Title and risk in the Goods shall pass to JW Anderson on completion of delivery.

9. JW Anderson Materials

The Supplier acknowledges that all materials, including but not limited to fabrics, labels, swing tickets, packaging, equipment and tools, drawings, specifications, excess Goods, and data supplied by JW Anderson to the Supplier (Materials) and all rights in the Materials are and shall remain the exclusive property of JW Anderson. The Supplier shall keep the Materials in safe custody at its own risk, maintain them in good condition until returned to JW Anderson and not dispose or use the same other than in accordance with JW Anderson's written instructions or authorisation.

10. Brand Protection and Intellectual Property

10.1. The Supplier acknowledges that all registered or unregistered trademarks, logos, designs, copyrights, patents, know how, trade secrets and all other intellectual property in or related to the Order, including but not limited to the Goods and any accessories, stationery, packaging or ancillary items connected to the Goods, are and shall remain the exclusive property of JW Anderson and/or its licensors (Intellectual Property Rights) and the Intellectual Property Rights are protected by applicable intellectual property laws and treaties around the world. All such rights are reserved by JW Anderson.

10.2. The Supplier must not publicise their relationship with JW Anderson or carry out any advertising, marketing or promotion involving any Materials or any Intellectual Property or any Goods by any means or through any medium including media advertising and catalogue insertions, trade fairs, published documentation in the press, or through social media platforms, without the prior written consent of JW Anderson Limited.

10.3. All new Suppliers and any authorised subcontractors must complete a Social Compliance Self-Assessment Questionnaire.

10.4. JW Anderson's non-exhaustive list of requirements to protect its Intellectual Property Rights is as follows:

- (a) the Supplier shall ensure that its premises are secure and that there is no visibility of any Goods, Materials and/or Intellectual Property from the exterior;
- (b) the Supplier shall properly record all Materials received by the Supplier;
- (c) the Supplier shall store all Goods and Materials separately from other customers' goods and materials, and securely, preferably in a locked cupboard with limited access by staff;
- (d) the Supplier shall ensure that all Materials (or any parts of it) on the factory floor are collected on a daily basis and securely stored until destruction;
- (e) where an authorised subcontractor receives any Materials and requests any replacement or additional Materials, the Supplier shall procure the return of any damaged Materials before providing the replacement or additional items and all steps shall be properly recorded to ensure that no Materials can be used in the production of counterfeit items.
- (f) Within 21 days of the end of production in respect of each season, or of the end of the parties' business relationship, all Materials and Intellectual Property must be declared to JW Anderson's production teams who will issue instructions to the Supplier to either store, destruct, recycle or securely destroy them in accordance with JW Anderson's production teams guidance which the Supplier must comply with;
- (g) the Supplier is prohibited to use any JW Anderson Intellectual Property and/or Materials for any other purpose than the Order;
- (h) the Supplier must provide any Materials and/or Intellectual Property to JW Anderson upon their request;
- (i) the Supplier must immediately advise JW Anderson of any theft or loss of any Materials and/or Intellectual Property regardless of its quantity;
- (j) in the event that a Supplier ceases to work with an authorised subcontractor in relation to an Order, the Supplier must immediately inform JW Anderson of that fact;
- (k) Where an authorised subcontractor is used, the Supplier must visit its premises and recover any Materials and Intellectual Property promptly upon completion of the Order;
- (l) any materials owned by the Supplier that have been used in the production of the Goods and that do not bear any Intellectual Property can be used, recycled, sold or destroyed at the Supplier's discretion.

11. Indemnity

11.1. The Supplier shall indemnify JW Anderson against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by JW Anderson as a result of or in connection with:

- (a) any claim made against JW Anderson for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the manufacture, supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (b) any claim made against JW Anderson by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- (c) any claim made against JW Anderson by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

11.2. This clause 11 shall survive termination of the Contract.

12. Insurance

During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance in an amount of £5 million to cover the liabilities that may arise under or in connection with the Contract, and shall, on JW Anderson's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

13. Confidentiality clause

13.1. The Supplier shall not at any time disclose to any third party any confidential information concerning the business, assets, affairs, customers or clients of JW Anderson including any design, development, mould, documentation, exclusive material or materials belonging to JW Anderson, except as set out in clause 13.2 below. This obligation to confidentiality on the part of the Supplier shall remain in force following completion or termination of the business relations between the Supplier and JW Anderson.

13.2. The Supplier may disclose confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Supplier's rights or carrying out its obligations under the Contract. The Supplier shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses JW Anderson's confidential information comply with this clause 13; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3. The Supplier shall not at any time use any confidential information of JW Anderson for any purpose other than to exercise its rights and perform its obligations under or in connection with the Order.

13.4. On completing the Order, the Supplier shall return to JW Anderson on request all documents, confidential or otherwise, relating to the Order without retaining any copy of the same, except with the prior and express consent of JW Anderson. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Order.

14. Compliance with relevant laws and policies

General

14.1. In performing its obligations pursuant to the Contract, the Supplier shall:

- (a) comply with all applicable national and international laws, statutes, regulations, conventions and codes from time to time in force, including but not limited to national and international laws relating to:
 - i) employment (including but not limited to the terms and conditions of employment, discrimination, freedom of association, collective bargaining, working hours and child, bonded and forced labour);

- ii) health and safety (including but not limited to the health and safety of employees, any other individuals involved in procurement of the Goods, consumers and the general public);
- iii) fire risk management (including but not limited to the general assessment and management of dangerous substances, emergency arrangements and testing);
- iv) the environment; and
- v) the manufacture, packing, packaging, marking, storage, handling and delivery of the Goods.

(b) Comply with the Mandatory Policies.

Environment, Social and Governance

14.2. The Supplier shall comply with:

- (a) JW Anderson's Supplier Manuals;
- (b) The Supplier Letter of Undertakings.

14.3. Before taking any step towards fulfilling its first Order with JW Anderson, the Supplier must sign and return to JW Anderson the Code of Conduct relating to Environmental Social and Governance and comply with the provisions set out within it. Any Order may be subject to cancellation or termination by JW Anderson until the Supplier has done so. Subject to any changes to relevant laws and regulations JW Anderson may require the Supplier to sign an updated Code of Conduct from time to time.

14.4. The Supplier shall complete JW Anderson Social Compliance Self-Assessment Questionnaire.

Xinjiang Uyghur Autonomous Region

14.5. The Supplier shall ensure that it is fully compliant with the Uyghur Forced Labor Prevention Act (UFLPA) including but not limited to ensuring that it does not carry out any business activity whatsoever with any companies, persons, firms or organisations that operate in China's Xinjiang Uyghur Autonomous Region (XUAR) or that are listed on the UFLPA Entity List.

14.6. JW Anderson may immediately terminate the Order for any breach of this clause 14.

15. Termination

15.1. JW Anderson may terminate the Contract in whole or in part at any time before delivery of the Goods with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. JW Anderson shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

15.2. Without limiting its other rights or remedies, JW Anderson may terminate the Contract with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of the Supplier being notified in writing to do so;
- (b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

- (e) the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

15.3. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

15.4. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

16. Force Majeure

16.1. Subject to clause 16.2, **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); and
- (h) interruption or failure of utility service.

16.2. For the avoidance of doubt, non-performance by suppliers or subcontractors, for any reason, shall not constitute a Force Majeure Event for the purposes of clause 16.1.

16.3. Provided it has complied with **Error! Bookmark not defined.**16.5, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

16.4. The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

16.5. The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 5 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

16.6. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 6 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 14 days' written notice to the Affected Party

17. Assignment and other dealings

17.1. JW Anderson may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

17.2. The Supplier may not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of JW Anderson.

18. Subcontracting

18.1. The Supplier may not subcontract any or all of its rights or obligations under the Contract, in part or in full, without prior written consent from JW Anderson. Prior to any subcontractor authorisation by JW Anderson, the Supplier shall provide to JW Anderson all details required by JW Anderson related to any third-party contractor.

18.2. Should the Supplier be authorised to subcontract all or part of the Order to one or more third parties, the Supplier shall be solely and entirely responsible for the fulfilment of the Order and of the Terms and Conditions. The Supplier must hold JW Anderson harmless in the case of any claim from any third-party subcontractor.

19. Variation

Except as set out in these Terms and Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by JW Anderson.

20. Waiver

A waiver of any right or remedy is only effective if given in writing. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

21. Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 21 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Notices

22.1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) in the case of the Supplier, sent by email to the Supplier's representative; or
- (c) in the case of JW Anderson sent by email to a JW Anderson representative. Where any notice to JW Anderson is sent by email, a copy of the notice must at all times be delivered by hand or by pre-paid first-class post or other next working day delivery service at its principal place of business and addressed to the attention of the CEO of JW Anderson.

22.2. Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by next working day delivery service, at 9.00 am on the second business day after posting; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside JW Anderson's business hours in the place of receipt, when business hours resume.

22.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23. Third Party Rights

23.1. The Contract does not give rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract except as set out in clause 23.1 below.

23.2. An Affiliate Company of JW Anderson Limited shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Order. The consent of any Affiliate is not required in order to rescind or vary the Contract or any provision of it.

24. Advertising and Use of Name

The Supplier shall not carry out any advertising, marketing, promotion involving the JW Anderson Limited trade name or trade marks and/or the Goods by any means or through any medium including media advertising and catalogue insertions, published documentation in the press, or through social media platforms, without the prior written agreement of JW Anderson Limited.

25. Governing law

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising in connection with it or its subject matter or formation shall for all purposes be governed by and construed in accordance with the law of England and Wales.

26. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1
Mandatory Policies

NDA Policy
Letter of Undertakings
Supplier Manuals or relevant parts thereof