



# *TERMS & CONDITIONS*



**The Range**  
MARKETPLACE



## Terms and Conditions of Partner Trade

### CDS (Superstores International) Ltd

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This document and its contents remains the property of CDS (Superstores International) Ltd and as such must be treated as confidential.

The contents must never be disclosed.

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## 1 Introduction

- 1.1 This is the Terms and Conditions of Partner Trade Document. Please ensure that You are familiar with all documents related to Range Marketplace trade including:
  - Terms and Conditions of Partner Trade (this document); and
  - Guide to Trading with us as a Range Marketplace Partner.
- 1.2 You must familiarise yourself with the contents of the Documents and ensure that the details are passed to all relevant parties within your organisation. A failure to comply with any of the provisions of the Guide to Trading with us as a Range Marketplace Partner shall be considered a failure to comply with these Conditions.
- 1.3 Any Seller that wishes to sell Goods or services via The Range Marketplace ([www.therange.co.uk](http://www.therange.co.uk)), or use any order processing, fulfilment, returns and collection services or any platform, portal, web service, application, interface, or other tool provided by or for CDS (Superstores International) Ltd in relation to The Range Marketplace must agree to all the Documents before commencement of trade.
- 1.4 This Document replaces all previous versions. We reserve the right to change or amend these Conditions at any time without prior notice. You should review the contents periodically online on The Range Marketplace in order to ensure you have the most recent version. You will be advised when changes are made and will be required to confirm agreement.
- 1.5 Your continued use of The Range Marketplace, including offering any Goods for sale on Our Website or use of the portals and tools provided by Us in relation to the The Range Marketplace indicates your agreement to abide by the content of all the Documents. Failure to adhere to any part may result in penalties for non-compliance.
- 1.6 All transactions with Customers are between You and the Customer and You will be the Seller on record. We are not a party to any transactions, but We will provide the Range Marketplace services in connection with the transactions as set out in these Conditions. You acknowledge and agree that We may contract with third-party service providers to provide You with Range Marketplace services.
- 1.7 All suppliers are required to trade electronically. Full details are given on The Range Marketplace. You must register and be fully conversant with the processes before commencing trading with us.
- 1.8 This Document and its contents remain the property of CDS (Superstores International) Ltd and, as such, must be treated as confidential. The contents must never be disclosed to any other party either in part or in whole without our prior written consent, except to the extent that you may be required to do so by law or a court order.
- 1.9 The Copyright of this Document belongs to CDS (Superstores International) Ltd, and no part shall be reproduced without our written permission.
- 1.10 We seek your cooperation and compliance with all the trading requirements and conditions of trade which are detailed within the Documents.

## 2 Definitions and Interpretation

- 2.1 In these Conditions:

**"Business Day"** means any day other than a Saturday, Sunday or Bank Holiday;

**"Contract"** means the contract for the sale and purchase of the Goods or Services constituted by Your acceptance of the Purchase Order in accordance with these Conditions;

**"Contract Price"** means the agreed value for the Goods and/or Services agreed between You and the Customer which shall include the cost of delivery, packaging, insurance and any duties or levies;

**"Cooling Off Period"** means the 48-hour period following the purchase of Your Made to Order Goods where We retain the Order information prior to imparting such information to You, in which the Customer may cancel the Order;

**"Customer"** means the third-party buyer who purchases Your Goods via Our Website;

**"Delivery Address"** means the address for delivery of the Goods supplied by the Customer and provided to You by Us to allow You to fulfil the Order;

**"Documents"** means any document referenced in these Conditions, including those documents listed in Clause 1.1;

**"Fee"** means the revenue that We earn from each sale of Your Goods, including all shipping charges, through The Range Marketplace as set out in Clause 4.6;

**"Goods/Products"** means the goods listed for sale on The Range Marketplace and/or the goods described in the Purchase Order and which You are to supply to the Customer in accordance with the Contract (including any instalment of the goods or any part of them where part delivery has been agreed);

**"Intellectual Property Rights"** means all patents, rights to inventions, utility models, copyright, trademarks, service marks, rights in get-up, rights in goodwill and to sue for passing off, unfair competition, design rights, moral rights, rights in confidential information (including know-how and trade secrets) all applications for renewals and extensions of any such rights, and all other intellectual property rights of a similar nature (whether registered or unregistered), in each case, subsisting anywhere in the world;

**"Made to Order Goods"** means any Goods/Products that have been personalised for, sourced specifically for, or made to the specifications of the Customer;

**"Our Website"** means all websites operated by Us that are available via the internet, including but not limited to [www.therange.co.uk](http://www.therange.co.uk).

**"Product Content"** means any text, media, materials, and images that You provide for Your Goods which will be published on Our Website via The Range Marketplace;

**"Purchase Order/Order"** means the Customer's Purchase Order to which these Conditions are deemed to be annexed by reference and which shall specify the quantities of Goods to be delivered during the period specified in it, the date(s) for their delivery and the Contract Price;

**"Refurbished Goods"** means any Goods that are no longer considered to be new but have been made to look and function as if they are new without any defects;

**"Seller/You/Your"** means you, the person so described in the Purchase Order, who is selling Goods or services on The Range Marketplace;

**"Services"** means the services, if any, which You provide to Us or the Customer in accordance with the Contract;

“**Specification**” means the specification of the Goods or the Services including any plans, drawings, instructions, data, information and packaging or other requirements relating to the Goods and/or Services requested by Us or the Customer all of which shall be construed as forming part of the Purchase Order;

“**The Range Marketplace/Range Marketplace**” means the platform, tools, and services that we offer enabling you to sell Goods or services to Customers on Our Website, available via the internet at [www.therange.co.uk](http://www.therange.co.uk);

The “**Conditions**” means the standard terms and conditions set out herein and includes the business practices information and instructions detailed in any Document (unless the context otherwise requires), and any special terms and conditions agreed in writing between Us and You;

“**Tier One Seller**” means a Seller whose gross revenue from Range Marketplace sales, including shipping charges, are equal to or greater than £100,000 in any 3-month period;

“**VAT**” means Value Added Tax;

“**We/Us/Our**” means CDS (Superstores International) Limited trading as The Range, a limited company registered in England number 02699203, whose registered address is The Range, Elsie Margaret House, William Prance Road, Plymouth, PL6 5ZD; and

“**Writing/Correspondence**” means communication between You and Us and/or the Customer via letter, post, telephone, email, fax, SMS/MMS, text messaging services, social media, Live Chat, or any other electronic communication method.

2.2 In these Conditions, unless the context otherwise requires:

- 2.2.1 any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time;
- 2.2.2 the headings in these Conditions are for convenience only and shall not affect their interpretation;
- 2.2.3 references to Clauses are to the Clauses of these Conditions;
- 2.2.4 references to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 2.2.5 references to the singular include the plural and vice versa;
- 2.2.6 any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them;
- 2.2.7 the word will shall be deemed to impose obligations in the same way as if the word shall had been used in its place;
- 2.2.8 a provision of any law is a reference to that provision as extended, applied or amended and includes any subordinate legislation; and
- 2.2.9 the masculine includes the feminine and vice versa.

### 3 General Requirements

3.1 You will comply with all applicable laws, regulations, legal requirements, and generally accepted legal standards including laws related to marketing, packaging, consumer and product safety, product testing, labelling, and pricing in connection with these Conditions.

3.2 These Conditions outline the general obligations regarding Goods which You may or may not list on Our Websites via The Range Marketplace. You must not list, market, promote, offer for sale, or sell any Goods through The Range Marketplace in violation of these Conditions.

#### 3.3 Product Requirements

3.3.1 All Goods supplied must:

- 3.3.1.1 be barcoded to comply with EAN 13 or EAN 8 standards;
- 3.3.1.2 be delivered as agreed and backed by supplier support and services;
- 3.3.1.3 conform to product specifications;
- 3.3.1.4 be authentic;
- 3.3.1.5 be fit for purpose;
- 3.3.1.6 be protectively packaged;
- 3.3.1.7 be produced in an ethical and environmentally considerate manner; and
- 3.3.1.8 fulfil all current legislative requirements with regards to product safety, information and labelling.
- 3.3.1.9 with the exception of Refurbished Goods, be new.

#### 3.4 Product Content and Details

3.4.1 Accurate product details are essential to our business. To achieve this, We will request that a formal specification is submitted which must be completed in detail for all Goods submitted and ultimately accepted for sale on The Range Marketplace.

3.4.2 Before You lists any Goods for sale via The Range Marketplace, You must provide all requested Product Content. You agree and confirm that all Your Product Content:

- 3.4.2.1 is truthful, accurate, current, and compliant with these Conditions;
- 3.4.2.2 is not misleading, deceptive, or fraudulent in any way; and
- 3.4.2.3 does not redirect Customers to any other sales channels.

3.4.3 You grant Us and Our affiliates, service providers, and marketing partners, a non-exclusive, royalty-free, perpetual, sub-licensable, irrevocable right and license to:

- 3.4.3.1 publish, reproduce, display, distribute, transmit, and otherwise use Your name, trademarks, service marks, and logos; and
- 3.4.3.2 publish, reproduce, distribute, transmit, display, modify, create derivative works of, and otherwise use and commercially exploit any and all Product Content through Our Websites, third-party websites, e-mail, social media, or any other medium.

3.4.4 You must not provide Product Content that You do not have the license from the brand owner or supplier to use.

#### 3.5 Prohibited Goods

3.5.1 We reserve the right, at our sole discretion, to prohibit or ask you to refrain from listing any Goods or publishing any

	content on Our Website. We reserve the right to remove Your Goods from Our Website, without prior notice, in response to notices of alleged copyright infringement, trademark misinterpretation, or any other intellectual property claims, or if any such Goods are found to be in breach of the terms set out in this Clause 3.5. If Goods are removed from Our Website by You or Us due to the reasons set out in this Clause 3.5, You must not attempt to relist these Goods or include these Goods anywhere on Our Website unless We specifically authorise it.		
3.5.2	You may only list Goods through The Range Marketplace that may legally be sold and shipped across the UK and ROI.		
3.5.3	You may only sell Goods on The Range Marketplace if you are an authorised reseller of the Goods, or legally acquired the Goods from an authorised reseller, or otherwise have a legal right to sell that product.		
<b>3.6</b>	<b>Accounts</b>		
3.6.1	We will obtain all necessary details from You that are required for accounting purposes. These details must always be complete and correct on our systems and You are responsible for notifying Us of any changes to Your details.		
3.6.2	We will make payment of the total amount of Your Goods sold through The Range Marketplace, minus the Fee, in the time agreed in these Conditions if the Goods and/or services on the invoice have been fully delivered to and accepted by the Customer.		
3.6.3	No invoices will be paid until the whole delivery and invoice is correct.		
<b>3.7</b>	<b>Quality Processes</b>		
3.7.1	You must have effective quality processes in place to demonstrate product compliance and traceability. Compliance documentation for products supplied via The Range Marketplace, must be readily accessible to representatives of CDS (Superstores International) Ltd if requested.		
3.7.2	You must maintain adequate processes and procedures to ensure the Goods are authentic, authorised for sale, and not stolen, counterfeit, illegal, or misbranded.		
<b>4</b>	<b>The Contract</b>		
<b>4.1</b>	<b>Application</b>		
	CDS (Superstores International) Ltd, through The Range Marketplace, offer to act as an authorised agent in sales for You and allow You to sell Your Goods to Customers via Our Website ( <a href="http://www.therange.co.uk">www.therange.co.uk</a> ). By listing Goods for sale via The Range Marketplace, You agree to adhere to these Conditions. By accepting Orders placed by the Customer, You agree to supply the Goods and/or Services specified in the Order upon and subject to these Conditions, or any other instructions given by Us, which shall govern the Contract to the exclusion of any other terms and conditions.		
<b>4.2</b>	<b>Basis of Purchase</b>		
4.2.1	The Order constitutes an offer by the Customer to purchase the Goods and/or Services.		
4.2.2	By accepting the Order placed by the Customer, You enter into a binding contract for the supply of the Goods and/or Services subject to these Conditions. Any typographical, clerical or other accidental error or omission in the Purchase Order shall be subject to correction without any liability on the part of the Customer.		
4.2.3	No variation to the Contract shall be binding unless agreed in writing between the authorised representatives of both parties.		
4.2.5	By entering into this Contract, You undertake to Us that You have complied with all applicable laws and regulations relating to anti-corruption and anti-money laundering that apply in the United Kingdom and any country from which Goods or Services are sourced.		
4.2.6	You agree that You have not either Yourself or through any affiliated or associated companies, subcontractors and their/Your respective owners, directors, officers, employees, agents or representatives, made, offered, promised to make or authorised the making of any payment or other transfer of anything of value to any government official, director, officer, employee or contractor of You or any other person for the purpose of obtaining or influencing the award of the Contract or for any improper advantage or improper purpose in connection with the performance of the Contract or any other business transactions involving You.		
4.2.7	You acknowledge and agree that We shall never be the buyer or seller of Goods/Products, nor a party to the contract for the sale of the Goods/Products, which shall be exclusively entered into between You and the Customer.		
<b>4.3</b>	<b>Delivery and Performance</b>		
4.3.1	Customers will place Orders for Your Goods on Our Website using Our checkout system and We will collect all proceeds from such Orders on Your behalf. By listing Goods for sale via The Range Marketplace, You authorise Us to accept payment from Customers for remittance to You for any Goods sold.		
4.3.2	Subject to Clause 4.3.3 below, We will Communicate with You via The Range Marketplace all Order information that We determine is necessary for You to fulfil each Order including, but not limited to: <ul style="list-style-type: none"> <li>Order Number;</li> <li>reference and value of Your Goods purchased;</li> <li>time period for delivery to be completed;</li> <li>name of the Customer; and</li> <li>Customer's delivery address.</li> </ul>		
4.3.3	Where an Order has been placed for Your Made to Order Goods, We will hold such Orders in respect of Made to Order Goods for the Cooling Off Period before imparting the relevant Order information to You via The Range Marketplace.		
4.3.4	We will communicate via automated email and/or SMS to each Customer per Order on Your behalf to confirm Order processing events including, but not limited to, receipt of an Order request, Order acceptance, and shipment updates.		
4.3.5	You will, at your sole expense, be solely responsible and liable for the fulfilment and delivery of each Order including, but not limited to, packaging, shipping, and customer service.		

- 4.3.6 If you are unable to fulfil part or all of the Order, You must cancel either that part or all of the Order and immediately notify Us of the cancellation.
- 4.3.7 You will be asked to specify delivery options for products sold by You via The Range Marketplace and any costs associated with the specified options and You are responsible for ensuring that these details are correct.
- 4.3.8 You will be responsible for the costs and charges associated with the delivery of the Goods and any problems that may arise including, but not limited to:
- damaged, faulty, or lost Goods;
  - late delivery or miss-delivery;
  - duplicate or inaccurate shipments; and
  - Customer change of mind.
- 4.3.9 The Goods shall be marked in accordance with Our instructions and any applicable regulations or requirements of the carrier, and properly packaged and secured so as to reach their destination in an undamaged condition and safe, having regard to the nature of the Goods and all other relevant circumstances.
- 4.3.10 The packaging of the Goods shall not contain any marketing materials that are not included as standard with all of Your shipped Goods and any communication from You to the Customer regarding an Order shall not contain any marketing materials or links to any retailer or third party website, with the exception of courier websites where the Customer may track the shipment of their Order.
- 4.3.11 The Goods shall be delivered and/or the Services shall be performed on time and within the period specified in the Purchase Order, which will reflect the time period specified by You when providing Us with Your shipping Options. Should you be delayed in fulfilling any part of the Order, You will fulfil the Order within 30 calendar days either of the date of when You or We have indicated to the Customer that You or We will start fulfilling the Order, or the date when You or We send any correspondence that includes details and pricing of the Goods ordered, unless otherwise agreed.
- 4.3.12 The time of delivery of the Goods and/or the performance of the Services is of the essence of the Contract.
- 4.3.13 A despatch note clearly quoting the Order number, a brief description of the Goods, and quantity of Goods must accompany each delivery.
- 4.3.14 Deliveries by instalments will not be accepted other than if specifically agreed by You, Us, and the Customer. If the Goods are to be delivered by instalments, the Contract will be treated as a single contract and not severable.
- 4.3.15 Delivery of the Goods shall have occurred when they are placed in the possession of the Customer at the Delivery Address and proof of delivery has been obtained in the form of a signature by the authorised signatory of the Customer or, if the Customer is not home and you are authorised to leave the Goods in a safe space, a clear photograph of the Goods at the Delivery Address (both the product and the address should be identifiable). It is Your responsibility to ensure that appropriate proof of delivery has been obtained.
- 4.3.15.1 For the purposes of clause 4.3.15, a safe space must be a location which is not an exposed doorstep or a space which is otherwise in public view.
- 4.3.16 The Customer shall have no obligation to pay or return Goods that have been delivered but were not requested on the Order. It is Your responsibility to ensure that the deliveries match the Order.
- 4.3.17 You shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, and delivery of the Goods.
- 4.3.18 Subject to Clause 4.3.19 below, where Goods have been Delivered after the delivery period specified in the Purchase Order, or after any delivery period agreed directly with the Customer, and the Customer does not wish to terminate the Contract, We will charge You a 'Late Delivery Fee', the value of which shall be determined by the number of days that pass between the end of such specified period and the actual delivery date and will be charged in full at the higher of:
- 4.3.18.1 2 – 6 days: 10% (of the values of the Goods);
  - 4.3.18.2 7 – 13 days: 20% (of the values of the Goods); or
  - 4.3.18.3 14 days and over: 30% (of the values of the Goods);
- 4.3.19 Where Made to Order Goods are likely to be Delivered after the delivery period specified in the Purchase Order, You must notify Us no less than 7 days prior to the delivery period specified in the Purchase Order. If the Made to Order Goods arrive after the expected delivery period and You failed to notify us 7 days prior, and the Customer does not wish to terminate the Contract in respect of the Made to Order Goods, a 'Late Delivery Fee' will apply. The value of such fee will be determined by the number of days that pass between the end of such specified period and the actual delivery date of the Made to Order Goods and will be charged in full at the lower of:
- 4.3.19.1 2 – 6 days: 10% (of the value of the Made to Order Goods) or £25;
  - 4.3.19.2 7 – 13 days: 20% (of the value of the Made to Order Goods) or £50; or
  - 4.3.19.3 14 days and over: 30% (of the value of the Made to Order Goods) or £75.
- 4.3.20 Where Made to Order Goods are due to be Delivered after the original delivery period specified in the Purchase Order, the Customer reserves the right to agree an alternate and reasonable delivery period with You. If an alternate delivery period cannot be agreed, the Customer reserves the right to cancel such Order.
- 4.3.21 Where an Order contains age-restricted Goods (e.g. alcohol, knives, fireworks, dangerous chemicals), proof of age must be obtained from the Customer prior to the Customer gaining possession of such Goods and You are responsible for ensuring such proof is obtained. Your courier must check that the Customer meets the age requirements for the Goods before delivery of the Goods is completed. If the Customer is not of the required age to purchase such Goods, the courier must return the parcel containing such Goods to You.

#### 4.4 Pricing, Parity and Promotions



4.4.1 You must maintain parity between the Goods listed by You via The Range Marketplace and the same Goods listed by You through any other sales channel by ensuring that:

4.4.1.1 the purchase price and all other terms of sale (including delivery costs, “low price” guarantees, rebates, discounts, or any free/discounted Goods or other benefits available as a result of purchasing one or more of Your Goods) is at least as favourable to the Customer as the most favourable terms in which Your Goods are offered on any other online sales channel;

4.4.1.2 Your customer service offers at least the same levels of responsiveness, availability, and support as the most favourable customer service offered for any of Your Goods across any online sales channel; and

4.4.1.3 the Product Content provided by You for Your Goods is of at least the same level of quality and offers at least the same level of information and imagery displayed on any other online sales channel used by You for the same Goods.

4.4.2 If You, at any point, become aware of any non-compliance associated with Your obligations detailed in Clause 4.4.1, You will notify Us within 24 hours and compensate any adversely affected Customers by making the appropriate refunds to such Customers in accordance with the procedures set out in Clause 4.11.

4.4.3 You will notify Us as soon as reasonably practicable of all offers and promotions, including discounted Goods, offered on Your own sales channel and, where possible, will make a commercially reasonable effort to make such offers available to The Range Marketplace Customers. If such promotions cannot be supported on The Range Marketplace, then You will provide an equivalent offer or promotion to The Range Marketplace Customers.

4.4.4 You will not be required to notify Us or action any special offers for The Range Marketplace Customers in connection to:

4.4.4.1 private promotions offered to Your existing customers via email;

4.4.4.2 public promotions that We have indicated We cannot support and an equivalent promotion cannot be provided;

4.4.4.3 offers that are not Goods-specific, such as global or category-specific vouchers which the Customer must take action to redeem; or

4.4.4.4 offers provided in connection to loyalty programmes,

however, if We are able to support such offers at any time during their availability and wish to do so, We will notify You and You must make such special offers or promotions available for The Range Marketplace Customers within a commercially reasonable timeframe.

4.4.5 We, at Our sole discretion, may choose to not permit special offers or promotions offered by You via The Range Marketplace and reserve the right to remove such offers or promotions or request that You refrain from publishing such promotions or offers.

4.4.6 The Contract Price and/or the price for which any product is listed for sale by You on the Range Marketplace must include VAT. It is Your responsibility to provide VAT receipts to Customers.

## 4.5 Inspection and Testing

4.5.1 You shall not unreasonably refuse to take any steps necessary to comply with any request by Us to inspect or test the Goods during manufacture, processing or storage at Your premises or any third party premises prior to despatch, and to provide Us with any facilities reasonably required by Us for inspection or testing.

4.5.2 If, as a result of inspection or testing, We are not satisfied that the Goods will comply in all respects with the Contract, or are unlikely on completion of manufacture or processing so to comply, and We inform You within a reasonable time of inspection or testing, You shall take such steps as are necessary to ensure compliance.

4.5.3 Within 48 hours of written notice from Us, You shall produce any test certificates, documents, specifications or any other information necessary to satisfy the enquiries or requirements of any local or other authority concerned with trading standards or the enforcement of any rules regulations or legislation in any way relating to or affecting the Goods.

4.5.4 You shall keep an accurate and complete record of accounts related to The Range Marketplace during, and up to two years after the termination or expiration of a Contract and allow Us or Our authorised representative the right to conduct a full and independent audit and investigation of all information, records, and accounts which We reasonably require in order to confirm Your compliance with these Conditions and applicable laws.

## 4.6 Fees

4.6.1 For each sale of Goods made via The Range Marketplace, We shall earn our Fee. Our Fee will be equal to a percentage of the gross sales proceeds from the sale of Goods, including all shipping charges, which will comprise the following elements;

4.6.1.1 Our commission, for which the percentage of gross sales proceeds from the sale of Goods, including all shipping charges shall be calculated in accordance with either clause 4.6.2 or 4.6.3 below;

4.6.1.2 Payment gateway access which shall be calculated as 1% of the gross sales proceeds from the sale of Goods, including all shipping charges; and

4.6.1.3 Off-site Marketing costs which shall be calculated as 2% of the gross sales proceeds from the sale of Goods, including all shipping charges.

4.6.2 We shall determine the applicable commission percentage based on the categorisation of the Goods as outlined in the “Guide to Trading with Us as a Range Marketplace Partner” document.

4.6.3 As an alternative to the commission percentage described in clause 4.6.2 above, We, at our sole discretion, may agree with You a “cost price” for Your Goods (which shall include VAT). In such cases, We will determine the retail price and remit to You the relevant cost price upon the sale of such Goods. Any revenue generated by the sale of such Goods above the cost price will be deemed as Our commission.

4.6.4 No changes to the Fee, including any changes to the agreed cost price, may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of Us in writing.

- 4.6.5 For any Fee changes, including changes to the agreed cost price, unless otherwise agreed in writing, a notice period of 90 days followed by agreement in writing by both You and Us to any changes must be provided.
- 4.6.6 If You are categorised as a Tier One Seller:
- 4.6.6.1 You will use Our chosen customer service tool for an initial twelve-month period and recurring twelve-month periods thereafter for as long as You remain a Tier One Seller. Accordingly, you will pay Us a fee on a cost-only basis per calendar month, per user account to cover the costs associated with Your use of this service; or
- 4.6.6.2 at Our sole discretion, We may agree to continue providing customer service for Your Orders and will charge You a set fee for each call and ticket that We engage with for the following twelve-month period. The fee will be determined by Us.
- 4.6.8 If You no longer meet the criteria to be classed as a Tier One Seller at the end of the 12-month period stipulated in 4.6.6 then We may agree to resume customer service responsibility for Your Goods meaning You will no longer be required to pay the charges set out in 4.6.6.1.
- 4.6.9 If You do not meet the criteria to be classed as a Tier One Seller, You may choose to use Our chosen customer service tool at any point for a twelve month period. You will pay Us a fee on a costs-only basis per calendar month, per user account for this twelve month period to cover the costs associated with Your use of this service.
- 4.6.10 All user accounts are provided on a twelve-month rolling basis. If You do not wish to continue using Our chosen customer service tool, or if You wish to reduce the number of user accounts You use, You must provide Us with at least 60 days' notice prior to the end of Your current twelve month period of Your intention to discontinue use. Any reduction or discountenance of use of Our chosen customer service tool will take effect at the end of Your current twelve month period.
- 4.6.11 If You are using Our customer service tool, You will initially be granted one account for this tool. Further accounts can be provided upon request for an additional cost per account (as stated above in 4.6.6.1).
- 4.7 Payment**
- 4.7.1 We will inform You of the total amount collected from the sale of Your Goods, minus our Fee, for products shipped in each 30-day period within 24 hours of the end of such 30-day period. We will make payment of the total amount of Your Goods sold through The Range Marketplace, minus the Fee, within 40 days of the Goods and/or services on the Purchase Order having been fully delivered. No payment will be made until the whole delivery and invoice is correct. Time for payment shall not be of the essence of the Contract.
- 4.7.2 We are responsible for providing monthly statements to You which can be accessed via The Range Marketplace and will include the following details:
- 4.7.2.1 all order numbers included within that payment cycle;
- 4.7.2.2 the date each order passed the escrow period;
- 4.7.2.3 total revenue in GBP;
- 4.7.2.4 total Fee deducted; and
- 4.7.2.5 sales tax deductions (for commission-based Range Marketplace Partners only).
- 4.7.3 We will be entitled to set off against the payment of any sales proceeds any sums owed to Us by You.
- 4.7.4 If We determine that Your actions in connection with these Conditions may result in Customer disputes, chargebacks, or any other claims, then We may, at Our sole discretion, delay initiating any payments due to You under these Conditions for the shorter of:
- a period of 90 days following the initial date of suspension; or
  - completion of any investigation regarding Your actions in connection with these Conditions.
- 4.7.5 We may, at Our sole discretion, impose transaction limits on You or some or all Customers relating to the value of any transaction, the total value of all transactions during a period of time, or the number of transactions during a period of time.
- 4.8 Risk and Property**
- 4.8.1 Risk of damage to or loss of the Goods shall remain with You until the Goods have been delivered. Risk of damage or loss of the Goods shall pass to the Customer upon delivery of the Goods to the Customer.
- 4.8.2 Legal and beneficial title of the Goods shall pass to the Customer only once We have received payment in full of all sums due, including any applicable delivery charges, and the Goods have been delivered to the Customer..
- 4.8.3 While We agree to bear the risk of credit card fraud in relation to a Range Marketplace Order of Your Goods, You will bear all other risk of fraud or loss and costs in relation to the fraudulent Order of Your Goods.
- 4.9 Assignment/Sub-Contracting**
- 4.9.1 We may assign the Contract or any part of it to any person, firm or company.
- 4.9.2 The Contract is personal to You and You shall not be entitled to assign the Contract or any part of it without Our prior written consent.
- 4.9.3 You shall not without Our prior written consent sub-contract the benefit or burden of this Contract or any part thereof.
- 4.10 Warranties**
- 4.10.1 You warrant to Us that the Goods:
- 4.10.1.1 will, both at the time of delivery and for a reasonable period of time thereafter, which shall be no less than any warranty provided by the manufacturer of the Goods, be of the best available design, quality, material and workmanship, match their description, and be fit for any purpose held out by You or implied by the nature and type of the Goods and conform in all respects with the Purchase Order;
- 4.10.1.2 will be free from defects in design, material and workmanship;
- 4.10.1.3 will correspond with any relevant specification or sample;



- 4.10.1.4 will comply in all respects with the Contract and with all statutory requirements and regulations relating to the sale of the Goods and all relevant BS and EN safety standards and any other standards specified by Us; and
- 4.10.1.5 be free and clear of all liens and encumbrances.
- 4.10.2 You warrant that any Services will be performed by appropriately qualified and trained personnel acting with all due care and diligence and to the best industry practice.
- 4.10.3 You warrant that all information provided from time to time by You in respect of the Goods and/or the Services will be complete and accurate when given.
- 4.10.4 Where You are not the manufacturer of the Goods, You shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to You.
- 4.10.5 You shall not be liable for a breach of warranty in relation to any defect in the Goods:
- 4.10.5.1 unless the Customer gives notice of the defect to Us or to You within a reasonable period of time, being no less than 30 calendar days, after the Customer discovers the defect; and
- 4.10.5.2 unless You are given a reasonable opportunity after receiving the notice, to examine such Goods, and the Customer (if asked to do so by You) returns such Goods to You using one of the methods as set out in Clause 4.11;
- 4.10.5.3 if the Customer makes any further use of such Goods after giving such notice; or
- 4.10.5.4 to the extent the defect arises because the Customer has failed to follow the Seller's clear written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice.
- 4.10.6 The Seller warrants, in respect of Goods which are supplied from a territory outside the United Kingdom, that it has obtained any necessary licences for the exportation, transportation and importation into the United Kingdom of the Goods and that such licences have been properly obtained and comply with all existing legislation and statutes of either United Kingdom of EC origin.
- 4.11 Returns and Refunds**
- 4.11.1 You bear all responsibility for processing all Order cancellations, returns, refunds, and/or customer service price adjustments with regard to Your Goods.
- 4.11.2 You must confirm with Us one or more of the following return methods for actioning the return of Your Goods:
- 4.11.2.1. providing a pre-paid return label with each Order which the Customer may use;
- 4.11.2.2. collection from the Customer arranged by You (minimum 3 attempts at collection per Order);
- 4.11.2.3. request that the Customer keeps the Goods (only available if the Customer agrees); or
- 4.11.2.4. We may agree to collect the Goods on Your behalf. The Goods will be disposed of and no refund will be given.
- 4.11.3 You acknowledge and agree that the Customers shall have:
- 4.11.3.1 subject to Clause 4.11.13, the right to a 28 day change of mind period within which they may cancel or return all or part of the Order, or off-the-shelf purchase;
- 4.11.3.2 if any Goods they have purchased do not comply and, for example, have faults or are damaged when they receive them, or if they receive incorrect Goods, the right to contact Us or You as soon as reasonably possible and in any case no later than 30 days of receipt of the Goods to report the fault, damage or error, and to arrange for a repair, replacement, or refund; and
- 4.11.3.3 any other rights and remedies to be exercised within such times frames as We may agree with the Customer.
- 4.11.4 If requested by Us, You will stop and/or cancel any part of an Order or full Order. If You have already passed the Goods to a courier, You will make a commercially reasonable effort to stop and cancel delivery by the courier.
- 4.11.5 While You bear all responsibility for non-cash refunds (e.g. store credit, gift cards, and exchanges), You must notify Us where a cash refund is due and We will process the refund via the Customer's original payment method.
- 4.11.6 Where a Customer is provided a refund, We will retain the full Fee attributed to the sale of those Goods, and the following provisions apply:
- 4.11.6.1 any payment or refund due to the Customer will be paid in the same currency in which the Customer paid for their Order originally, unless agreed otherwise by You and the Customer;
- 4.11.6.2 any payment or refund due to the Customer will be paid using the same payment method by which the Customer paid for their Order originally, unless agreed otherwise by You and the Customer;
- 4.11.6.3 any payment or refund due to the Customer by credit/debit card will be paid using the same card by which the Customer paid for their Order originally, unless agreed otherwise by You and the Customer; and
- 4.11.6.4 where Our Fee is earned in accordance with paragraph 4.6.3, the Fee We retain following a refund being provided to a Customer will not exceed 10% of the total value of the sale including shipping charges.
- 4.11.7 You bear all responsibility for any non-conformity, defect, or public or private recall of your Goods. You will notify Us and remove any recalled Goods from Our Website within 24 hours of becoming aware of the recall and provide Us with any information that We reasonably request regarding the recall. It is Your responsibility to contact relevant Customers to ensure effective recall.
- 4.11.8 If We determine that a Customer has not been dealt with correctly by Your customer service, We reserve the right to provide the Customer with a customer service adjustment and offset such amounts against any money owed to You by Us, or invoice You for such amount. This amount will not exceed the total

	value paid by the Customer for the Goods, including taxes and delivery costs.		Customer(s), we reserve the right to claim from You for direct and indirect damages, loss of revenue, loss of goodwill, and loss of reputation.
4.11.9	Where an issue has arisen with the Goods or Service that You have provided, including but not limited to damage or late delivery, unless the Customer has requested cancellation of the Order, You will be given 2 days to reply to any queries raised with respect to the issues that have arisen and provide a summary of solutions to be implemented going forward. After such time, We reserve the right at Our sole discretion to offer the Customer a refund of up to 100% of the value of the Goods and pass on such charge to You. If this is deemed to be an unacceptable resolution, You will be required to action the return of the Goods via one of the methods set out in Clause 4.11.2 and issue a full replacement to the Customer.	4.12.4	If You fail to meet the standards expected of You which cause you to breach Your contract with, or statutory obligations to, the Customer, You will be liable on a full indemnity basis for all costs incurred by Us due to the breach including all reasonable compensation provided to the Customer.
4.11.10	If Your Goods have been delivered to the Customer with damage and such damage is a clear result of poor or negligent handling by Your chosen courier, We will aim to notify You where possible within 14 days of the delivery date. If We do not notify You within such 14 day period, this will not constitute a breach of Our obligations and We shall have no liability to You as a result.	4.12.5	At minimum, 98% of Orders placed via The Range Marketplace must be despatched by You and delivered within the timescales of the delivery services you have specified.
4.11.11	With the exception of Made to Order Goods, where a Customer returns Goods sold by You due to a change of mind and the Customer uses the returns label You have provided, returns the Goods to You at their own expense, or You collect the Goods from the Customer, You may deduct a sum from the refund total based on the weight of the Goods and as outlined in the Guide to Trading with Us as a Range Marketplace Partner document.	4.12.6	Order cancellations made by You due to stock availability should not exceed 1% of all Orders placed for Your Goods via The Range Marketplace in any 1 month period. Cancellations made for other reasons, such as being unable to deliver to the provided address, are not included in this calculation.
4.11.12	Where We have collected the Goods on Your behalf we will return them to Our returns processing facility. No refund will be given to You and We will charge You a returns processing fee based on the weight of the Goods as outlined in the Guide to Trading with Us as a Range Marketplace Partner document.	4.12.7	The returns rate for Your Goods should not exceed 4% of all Goods sold by You via The Range Marketplace in any 1 month period.
4.11.13	Made to Order Goods are exempt from the 28 Day Change of Mind Period, and once the Cooling Off Period has lapsed, the Customer will not be permitted to cancel the Order of Made to Order Goods.	4.12.8	Save for Made to Order Goods, stock availability for all of Your Goods listed for sale via The Range Marketplace should not fall below 96%. This means that 96% of all of Your Goods should be available for purchase by Customers.
4.11.14	Unless such cancellation is due to late delivery of the Made to Order Goods, You will not be held responsible or liable for any costs or problems that may arise due to the cancellation of Made to Order Goods by the Customer after the Cooling Off Period. Any such costs will be the sole liability of the Customer.	<b>4.13</b>	<b>Indemnity</b>
<b>4.12</b>	<b>Service Level Agreements</b>	4.13.1	You shall indemnify Us and Our affiliates in full against all liability, loss, damages (including loss or damage to property or business or death or personal injury), judgements, fines, penalties, interest, costs and expenses (including legal expenses) of whatsoever nature awarded against or incurred or paid by Us as a result of or in connection with:
4.12.1	To ensure Customers receive the highest level of service and satisfaction, You will need to ensure that processes are in place within your organisation to monitor and achieve compliance with the service level agreements referred to within Clause 4.12.		4.13.1.1 any breach of any of Your representations, warranties, or obligations by You in relation to these Conditions;
4.12.2	All service level agreements will be monitored by Us on a weekly basis and, where these service level agreements have not been met, We may undertake compliance investigations that may result in the introduction of additional monitoring or the temporary or permanent suspension of trade with You.		4.13.1.2 any claim that Your Goods and/or Services infringe, or that their importation use or resale, infringes the patent, copyright 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 Us) or misuses any confidential information belonging to any other person;
4.12.3	If any failure on Your part to meet the service level agreements set out in Clause 4.12 in our sole opinion materially damages Our relationship with our		4.13.1.3 any act or omission of You or Your employees, agents or sub-contractors in supplying, delivering or installing the Goods and/or performing the Services;
			4.13.1.4 all claims by the Customer and all costs arising from the processing of all complaints of defects and warranty claims as a result of any breach whatsoever by You of the Contract or these Conditions;
			4.13.1.5 any liability under the Consumer Protection Act 1987 in respect of the Goods or by reason of the Goods and/or the Services being defective; or
			4.13.1.6 by the negligent act or omission or wilful misconduct of You or Your employees in the course of Your performance of the Contract or these Conditions.

- 4.13.2 No failure or delay on Our part to exercise any of Our rights in respect of any default under this Contract by You will prejudice Our rights in connection with the same or any subsequent default.
- 4.14 Termination**
- 4.14.1 We shall, at our sole discretion, be entitled to cancel or terminate the Contract with You at any time without prior notice to You. We may also cancel or suspend Your access to The Range Marketplace and any tools provided to You by Us in conjunction with The Range Marketplace.
- 4.14.2 We shall be entitled to terminate the Contract without liability to Us by giving notice to You at any time if:
- 4.14.2.1 You make any voluntary arrangement with Your creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) become bankrupt or (being a company) become subject to an administration Purchase Order or go into liquidation (other than for the purpose of amalgamation or reconstruction; or
- 4.14.2.2 an encumbrance takes possession, or a receiver is appointed, of any of Your property or Your assets; or
- 4.14.2.3 You cease or threatens to cease, to carry on business; or
- 4.14.2.4 We reasonably believe that any of the events mentioned above is about to occur in relation to You and notify You accordingly; or
- 4.14.2.5 You are resident in a jurisdiction other than England and Wales and an event similar to any of those specified in Clause 4.14.2.1 and 4.14.2.3 occurs to or in relation to You; or
- 4.14.2.6 We have reasonable cause to believe that You are in breach of any condition of this Contract or have solicited Our employees for the purposes of employment by You.
- 4.14.3 In the event of termination by Us, the Customer shall be entitled subject to payment of the proportion of the Contract Price attributable to them to keep any of the Goods delivered to them and You shall reimburse the Customer the full cost of any Goods which have not yet been delivered.
- 4.14.3 Without prejudice to any other rights and remedies available to it under these Conditions, We may at any time immediately:
- 4.14.3.1 suspend and/or terminate these Conditions (in full or in part); and/or
- 4.14.3.2 withhold or defer any amount held by Us and owed to the Seller to the maximum extent permitted by applicable Law, by written notice to Merchant if We reasonably believe, for any reason, that there is a risk that the Seller may be unable or unwilling to meet its current or future liabilities (or potential liabilities).
- 4.15 Force Majeure**
- 4.15.1 In the event that either party is prevented from fulfilling its obligations under a Contract by reason of any supervening event beyond its control including but not limited to power failure, internet service provider failure, strikes and lock-outs (subject to Sub-
- clause 4.15.2) or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic, pandemic or other natural disaster, the party shall not be deemed to be in breach of its obligations under the Contract. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.
- 4.15.2 Clause 4.15.1 shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.
- 4.15.3 If and when the period of such incapacity exceeds 16 weeks then the Contract shall automatically terminate unless the parties first agree otherwise in writing.
- 4.16 Communications**
- 4.16.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent by electronic mail:
- 4.16.1.1 (in case of communications to You) to Your registered office or such changed address as shall be notified to Us by You; or
- 4.16.1.2 (in the case of the communications to Us) to the registered office of the addressee (if it is a company) or (in any other case) to any address set out by You in any document which forms part of the Contract or such other address as shall be notified to You by Us.
- 4.16.2 Communications shall be deemed to have been received:
- 4.16.2.1 if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting);
- 4.16.2.2 if delivered by hand, on the day of delivery; or
- 4.16.2.3 if sent by fax or electronic mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.
- 4.16.3 Communications addressed to Us shall be marked for the attention of the Company Secretary.
- 4.16.4 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 4.17 Waiver**
- No waiver by Us of any breach of the Contract by You shall be considered as a waiver of any subsequent breach of the same or any other provision, and no provision of the Contract shall be considered to be waived unless notice of waiver is given in writing. Failure by Us to insist upon strict performance of any of the terms of the Contract or failure or delay to exercise any right or remedy shall not relieve You of liability or be deemed to be a waiver of any of Our rights or remedies.
- 4.18 Severance**

If any provisions of these Conditions are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

#### **4.19 Intellectual Property Rights**

4.19.1 The Seller hereby grants to Us a royalty-free, non-exclusive licence to use and sub-licence Your (or Your licensors'): Product Content, trademarks, copyright, design right and other Intellectual Property Rights in relation to the Products or the Seller; and (ii) Intellectual Property Rights in any software, equipment, documents, data, images or other material that is provided by or on behalf of the Seller to Us in relation to these Conditions, in each case for the purpose of these Conditions (which shall include any promotion, the use in connection with website search engines and digital marketing and any other use in connection with these Conditions and/or for the benefit of You or Us).

4.19.2 The Seller warrants that the grant of the rights referred to in clause 4.19.1 above does not and the display and sale of Products and use of the Concessionaire System will not infringe any trade mark, copyright, design right or other Intellectual Property Rights of any third party. The Seller shall be liable for and shall indemnify Us and each member of Our group of companies and keep them indemnified fully and effectively against any and all losses which We or they may sustain or incur or which may be brought or established against Us and/or any member of Our group of companies by any person arising out of any such infringement or alleged infringement.

4.19.3 The Seller shall not make use in any way of Our name, trademarks, copyrights, design rights or other Intellectual Property Rights without first obtaining Our prior written consent.

4.19.4 Any licence or consents granted pursuant to this clause will be withdrawn automatically on termination of these Conditions.

#### **4.20 Confidentiality**

4.20.1 You shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.

4.20.2 You shall both during the period of the Contract and afterwards, keep confidential and not divulge to any third party any information concerning Our business affairs and practices or customs which has been acquired in connection with the performance of the Contract.

#### **4.21 Ownership and Usage Rights**

4.21.1 We, Our affiliates, and Our service providers, retain all rights, title, and interest (including intellectual property rights) in and to The Range Marketplace, Our Websites, and any other tools or services which We make available to You with the exception of Your limited right to access The Range Marketplace.

4.21.2 We, Our affiliates, and Our service providers retain all rights, title, and interest in any data, confidential information, or proprietary information, received from

You in connection with The Range Marketplace and any tools or services which We make available to You.

4.21.3 We shall own all information, including transactional information, relating to Range Marketplace Orders or Goods including, but not limited to, information which You enter into The Range Marketplace, information created as a result of Orders, and ratings or reviews left by Customers. All such information is subject to Our Privacy Policy and any additional privacy guidelines which We communicate to You.

4.21.4 You may only use transactional information which We provide to perform Your obligations related to the Order in accordance with these Conditions and any applicable laws. You must not:

- disclose or convey such information to any third party, except where necessary to perform Your obligations as set out in these Conditions;
- use such information for the purpose of conducting surveys or creating promotional and marketing material;
- contact any Customer with the intent to influence the Customer to alter their Order or make additional purchases or to request payment from the Customer for Goods which have not been delivered;
- use any kind of targeted communication based on the recipient being a Range Marketplace Customer; or
- use such information to directly solicit Customers through any other sales channel.

4.21.5 We may use tools that allow Customers to rate and/or review Your Goods and We reserve the right to make such rating and/or reviews public. We have no liability to You for such content or the accuracy of such content and You will have no ownership, interest in, or license to use such content.

#### **4.22 Insurance**

You shall carry and maintain appropriate insurance with a reputable insurance company covering product liability for the Goods for a minimum of £2,000,000 per claim; public liability and property damage each for a minimum of £5,000,000 per claim and employer's liability for a minimum of £10,000,000. You will provide Us with copies of such insurance on request and note Our interest on the product liability policy.

#### **4.23 Electronic Trading**

4.23.1 You agree to trade electronically via The Range Marketplace using the Range Marketplace tool provided by Us.

4.23.2 You are responsible for ensuring that all electronic documents are complete and accurate and delivered to Us and/or the Customer on a timely basis, failing which We shall not be responsible for any delay in payments owed to You.

#### **4.24 Governing Law and Jurisdiction**

The Contract shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

#### **4.25 Third Party Rights**

A person who is not a party to the Contract shall have no rights under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

#### **4.26 Tax Policies**

- 4.26.1 As the Seller of record, You are liable for the payment and documentation of all tax related to the sale of Your Goods via The Range Marketplace including, without limitation, any penalties or interest. You agree to comply with all applicable tax law.
- 4.26.2 Where applicable taxes have been included in the purchase price of Your Goods listed via The Range Marketplace, we will clearly disclose in each payment cycle statement that such tax has been included in the purchase price. You will be responsible for all taxes, penalties, and interest incurred where the inclusion of tax in the purchase price violates any applicable law.
- 4.26.3 If any governmental authority determines that taxes are owed by Us or You in relation to the sale of Your Goods via The Range Marketplace, whether or not the fault be a result of any action taken or not taken by Us, You will be solely responsible for the payment of such taxes and all related penalties and/or interest and You will indemnify Us and Our affiliates for any claims, losses, fines, costs, and expenses related to any ruling by any governmental authority. You will not seek any reimbursement from Us for such taxes or related penalties and fees.
- 4.26.4 You are responsible for providing VAT receipts to Customers, upon their request.

#### **4.27 Liability Exclusions and Limits**

- 4.27.1 We shall have no liability to You or any third party whatsoever for any legal or equitable theory of indirect, special, consequential or exemplary damages arising out of Your delivery and performance associated with any Range Marketplace Order, or breach of the terms of these Conditions (including, but not limited to, lost profits, lost business revenue, loss of data, failure to realise expected savings and any other commercial or economic loss of any kind) regardless of whether We have been advised of the possibility of such damages.
- 4.27.2 We shall not, in any event, have aggregate liability to You or any third party for any claims, costs, losses, damages (including indirect, special incident, or consequential damage), fines, and expenses for any reason and, regardless of the form of legal action or theory, which exceed the total aggregate Fees collected or which You have paid to Us during the six month period leading up to the event which elicits such liability.

### **5 Ethical Trading & Anti-Slavery**

- 5.1 You warrant that:
- 5.1.1 You have reviewed and distributed to Your management a copy of the 'Social Compliance Policy Statement', found in the Appendix Section, in relation to ethical business practices;
- 5.1.2 You will comply with all of the principles and standards as set out in the Social Compliance Policy Statement at all times;
- 5.1.3 You do not and will not deal with any supplier or sub-contractor whose own working practices do not comply with each of the principles and standards set out in the Social Compliance Policy Statement;

5.1.4 You have not and will not carry out any activity at any time which breaches any of the provisions of the Modern Slavery Act 2015, the 'MSA';

5.1.5 You are not aware of any of Your activities or activities in Your supply chain which breaches any of the provisions of the MSA or would if carried out in the UK constitute a breach of the MSA; and

5.1.6 You will promptly notify Us in writing if You have reason to believe at any time that any of Your activity or activity in Your supply chain may breach any of the provisions of the MSA or would if carried out in the UK constitute a breach of the MSA.

5.2 In the event of any breach of any of the provisions detailed in Clause 6.1, We shall be entitled to any one or more of the remedies listed in Clause 4.14 and You shall also indemnify Us as set out in Clause 4.13.

### **6 Anti-Bribery & Corruption**

6.1 You warrant that:

6.1.1 You have not and will not carry out any activity which breaches any anti-bribery or anti-corruption laws or regulations of any country in which You carry out any business; and

6.1.2 You have and will maintain adequate procedures to ensure that no activities or employees which would, if carried out in the UK, constitute an offence under the Bribery Act 2010 (as amended from time to time).

6.2 In the event of any breach of any of the provisions of Clause 7.1, We shall be entitled to any one or more remedies detailed in Clause 4.14, and You shall also indemnify Us as set out in Clause 4.13.



## Appendix 1

### Social Compliance Policy<sup>4</sup> Statement

#### 1 Introduction

1.1 Our basic expectations are that Range Marketplace Partners conduct their business in an ethical manner and show due regard for their activities in relation to the workers producing merchandise for sale and the impact of their manufacturing practices on the environment.

1.2 We understand the challenge of ensuring transparent social, ethical and environmental standards within our business and throughout our supply chain and are committed to working collaboratively with our Range Marketplace Partners to ensure that these standards are in place & continually improving.

1.3 CDS (Superstores International) Ltd have developed this Social Compliance policy based on the internationally acknowledged ETI base code. We are committed to ensuring that the standards outlined in the policy are effectively implemented, measured and monitored throughout our global supply chain and that we require the support of our Range Marketplace Partners to achieve this goal.

1.4 The standards outlined below reflect the values we uphold. We expect our Partners to follow these standards and requirements:

- 1.4.1 employment is freely chosen;
- 1.4.2 there is no forced, bonded, indentured or involuntary prison labour used; and
- 1.4.3 workers are not required to pay fees or lodge “deposits” or their original identity papers with their employer and are free to leave their employer after reasonable notice.

#### 2. Freedom of Association & the Right to Collective Bargaining is Respected

2.1 That workers without distinction should have the freedom of association and the right to collective bargaining. The employer needs to have an open attitude towards the activities of both trade unions and worker organisations.

2.2 Workers’ representatives should not be discriminated against and have access to carry out their representative functions in the workplace. Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

#### 3. Working Conditions are Safe & Hygienic

3.1 A safe working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring during work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

3.2 Applicable occupational Health and Safety regulations will be adhered to, and a working environment which is safe and conducive to good health shall be provided. Workers shall receive regular and recorded health and safety training and such training shall be repeated for new or reassigned workers. Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage and preparation shall be provided. Accommodation, where provided, shall be clean, safe and meet the basic needs of the workers.

Responsibility for health and safety shall be assigned to a senior management representative.

#### 4. Child Labour Shall Not Be Used

4.1 There shall be no engagement, recruitment or support of the use of child labour. Partners and sub-contractors must not recruit child labour. (“Child Labour” being defined under ILO Conventions as workers under the age of 15, or 14 in certain developing countries. No hazardous work may be carried out by anyone under the age of 18). Range Marketplace Partners and sub-contractors must maintain formal documentation that verifies the age of each worker.

4.2 If children are found to be working indirectly for the Range Marketplace Partner, the latter shall seek a sensitive and satisfactory solution that puts the best interests of the child first. Children and young persons under 18 shall not be employed at night or in hazardous conditions.

#### 5. Living Wages are Paid

5.1 Wages and benefits paid for a standard working week should meet, at a minimum, national legal standards or industry benchmark standards. All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid. Wages shall be paid directly to the workers, at the agreed intervals and in full. Overtime must be paid at an enhanced rate, at a minimum compliant with national legislation.

5.2 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

#### 6. Working Hours are Not Excessive

Working hours must comply with national laws, collective agreements and benchmark industry standards, whichever affords greater protection. The hours worked should comply with applicable hour and benefits laws relative to the industry and/or local labour market. Overtime shall be used responsibly and be voluntary with the appropriate safeguards being taken to protect workers’ health & safety.

#### 7. No Discrimination is Practised

Range Marketplace Partners and their contractors must comply fully with local laws regarding equality of employment opportunities. There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, nationality, origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

#### 8. Regular Employment is Provided

8.1 To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice. Obligations to employees under labour or social security laws and regulations arising from the regular

employment relationship shall not be avoided through the use of labour-only contracting, subcontracting, or homeworking arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

8.2 Migrant, contract, part-time and home-workers must receive the same rights, benefits and opportunities as other workers performing similar activities.

## **9. No Harsh or Inhumane Treatment is Allowed**

9.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

9.2 All disciplinary actions must be recorded and be fair, proportionate and fully compliant with local laws. Partners and contractors will ensure access to a confidential means of reporting inhumane treatment and workplace grievances.

## **10. Protect the Environment**

10.1 Our Range Marketplace Partners & their subcontractors must conduct business in compliance with all applicable local environmental laws, rules and regulations.

10.2 Waste should be minimised and items recycled wherever this is practicable. Effective controls of waste in respect of ground, air and water pollution are adopted. In the case of hazardous materials, emergency response plans must be in place.

10.3 In respect of packaging and paper, undue and unnecessary use of materials is avoided, and recycled materials are used whenever appropriate.

10.4 In respect of energy use, all production and delivery processes, including the use of heating, ventilation, lighting, IT systems and transportation, are based on the need to maximise efficient energy use and to minimise harmful emissions.

## **11. Business Integrity**

11.1 Our Range Marketplace Partners & their subcontractors should strive to provide a workplace free of bribery and corruption by complying with all applicable laws relating to bribery, money laundering and/or corruption as well as prohibiting the exchange of money or anything else of value to or from anyone, including government officials, to influence actions or obtain an improper advantage.

11.2 CDS (Superstores International) Ltd is committed not only to comply with this Policy within its own business, but to working collaboratively with its Range Marketplace Partners and their contractors. The Company commits to periodically review this policy in order to continually improve, taking into consideration changes in legislation, and any other requirements to which the Company subscribes, and in order to ensure the adequacy, suitability and continuing effectiveness of the policy. Specifically, the policy will be routinely reviewed at the Company's Management Review Meetings.

## Appendix 2

### Data Processing Agreement

#### 1 Introduction

- 1.1 This Agreement governs the sharing of Range Marketplace Data between The Range and the Marketplace Partner. Both parties acknowledge and agree that the sharing of Range Marketplace Data is necessary to enable to the selling of goods and services via The Range Marketplace.

#### 2 Definitions

- 2.1 For the purposes of this Data Processing Agreement:

**"Adequacy Decision" or "Adequacy Regulation"** means any valid adequacy decision or regulation (as applicable) as referred to in Article 45 of the EU GDPR or the UK GDPR (as applicable);<sup>4</sup>.

**"Applicable Data Protection Law"** means any and all laws, statutes and regulations relating to the Processing under this Agreement and applicable to the respective party at each point in time. This may include, but is not limited to, the UK GDPR, the EU GDPR, the Data Protection Act 2018 and The Privacy and Electronic Communications (EC Directive) Regulations 2003 (in each case as updated, amended or replaced from time to time);

**"Data Subject"** means the identified or identifiable natural living personal to whom the Personal Data relates;

**"EU GDPR"** means the EU's General Data Protection Regulation ((EU 2016/679);

**"Independent Controller"** means a party who alone determines the purposes and means of the Processing of Personal Data;

**"EU SCCs"** means the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to third countries, as set out in the Annex to Commission Decision (EU) 2021/914, or such alternative clauses as may be approved by the European Commission from time;

**"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

**"Process" or "Processing"** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

**"Range Marketplace Data/Data"** means all non-public business information, information marked as "sensitive" or "confidential," and any information relating to an identified or

identifiable individual (whether such individual is an employee, customer, or of other status) including but not limited to name, address, telephone number, email address, date of birth, financial account information, debit or credit card number, consumer reports, biometric data, digital signatures, and any code or password that may be used to access financial resources, and any other unique identifier;

**"Security Incident"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Range Marketplace Data;

**"Supervisory Authority"** has the meaning given to it in the EU GDPR;

**"UK GDPR"** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; and;

**"UK SCCs"** means the applicable standard data protection clauses adopted pursuant to Article 46(2)(c) or (d) of the UK GDPR.

#### 3. Applicable Data Protection Law

- 3.1 The Range and the Marketplace Partner will comply with the Applicable Data Protection Law. This Data Processing Agreement is in addition to, and does not relieve, remove or replace a party's obligations under the Applicable Data Protection Law.

#### 4. Independent Controllers

- 4.1 For the purposes of Range Marketplace Data processed under this Data Processing Agreement, The Range and the Marketplace Partner will be Independent Controllers of that data and responsible for their own Processing.

#### 5. Confidentiality

- 5.1 You shall treat all Range Marketplace Data as confidential and shall ensure that any authorised persons or third parties engaged in Processing Range Marketplace Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

#### 6. Security of Processing

- 6.1 You shall implement and maintain appropriate technical and organisational measures to maintain the confidentiality, integrity and availability of Range Marketplace Data and protect it from unauthorised or unlawful processing, or accidental loss, destruction or damage.

#### 7. Sub-Processors

- 7.1 If you engage a sub-processor to Process Range Marketplace Data you must:
- 7.1.1 have a written contract in place containing the same data protection obligations as those set out in this Data Processing Agreement;
  - 7.1.2 maintain a list of all those with access to Range Marketplace Data for Us to review at Our request
  - 7.1.3 allow us to conduct a review and evaluation of Your engagement with the sub-processor and any security measures implemented by the sub-processor; and
  - 7.1.4 You will remain fully liable for any failure by the sub-processor to fulfil its obligations under the Applicable Data Protection Law.

#### 8. International Transfers

- 8.1 You may only transfer Range Marketplace Data to a third country or international organisation where:
- 8.1.1 there is a lawful transfer mechanism under the Applicable Data Protection Law in place, such as an Adequacy Decision or Adequacy Regulation or appropriate safeguards such as the UK SCC's and/or the EU SCC's;
- 8.1.2 the third party of international organisation is able to provide equal protection of the Range Marketplace Data, as under this Data Processing Agreement; and
- 8.1.3 You allow Us to conduct a review and evaluation of Your engagement with such entity and any security measures implemented by such an entity at Our request.
- 9. Data Protection Training**
- 9.1 You will ensure that all relevant employees or third parties acting on Your behalf with access to Range Marketplace Data have received appropriate training on handling Personal Data in compliance with the Applicable Data Protection Law.
- 10. Privacy Notice**
- 10.1 You are responsible for maintaining a suitable Privacy Notice that is accessible to customers (via Your website or otherwise) that fulfils Your transparency obligations under the Applicable Data Protection Law.
- 11. Data Subject and Supervisory Authority contact**
- 11.1 You must notify Us immediately if you receive:
- 11.1.1 a request from a Data Subject exercising any of their rights under the Applicable Data Protection Law;
- 11.1.2 a complaint or query from a Data Subject regarding the Processing of Range Marketplace Data; or
- 11.1.3 a request or query from a Supervisory Authority related to the Processing of Range Marketplace Data.
- 11.2 You must provide all reasonable cooperation to help us respond to such a request, complaint or query, and You must not respond to any such request without Our written approval.
- 12. Security Incidents**
- 12.1 You will inform Us without undue delay (and in any event within 48 hours) upon becoming aware of any breach in security (a Security Incident) leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Range Marketplace Data.
- 12.2 You will provide Us with a written report summarising the numbers of records, numbers and types of Data Subjects involved, types of personal data, steps taken to contain or limit the effects of the Security Incident and steps taken to prevent reoccurrence of such a Security incident. Where any of this information is not available, you will endeavour to provide this as soon as reasonably possible.
- 12.3 You will promptly and fully cooperate with us to investigate the Security Incident and take all essential and advised corrective actions to mitigate and adverse effects and prevent reoccurrence.
- 12.4 Where a Security Incident has occurred that has affected Range Marketplace Data, We shall determine

whether it is necessary to notify the Supervisory Authority and relevant Data Subjects. You will provide reasonable cooperation and assistance to help us fulfil those notification obligations.

### **13. Audit**

- 13.1 We may conduct a review and assessment of your compliance with this Data Processing Agreement and with the Applicable Data Protection law. You must make all reasonable effort to cooperate with Us, including, at Our request:
- 13.1.1 providing copies of all privacy and security policies applicable to Range Marketplace Data;
- 13.1.2 allow Us to conduct an assessment of Your security programs, systems and procedures, which, at Our sole discretion, may be actioned on-site or through surveys and interviews, by Us or a third party chosen by Us;
- 13.1.3 provide Us with details of any issues identified through security assessments, reviews, vulnerability testing or penetration testing conducted by You or a third party that are likely to adversely impact Range Marketplace Data or our systems

### **14. Indemnity**

- 14.1 You will indemnify Us in full against all liability, losses, damages, judgements, fines, penalties, interest, costs and expenses (including legal expenses) of whatsoever nature awarded against or incurred or paid by Us as a result of or in connection with any Security Incident, or Your non-compliance with the provisions detailed in this Data Processing Agreement. You shall reimburse Us for any cost We incur due to such a Security Incident or non-compliance.

### **15. Reviews and Amendments**

- 15.1 This Data Processing Agreement may be reviewed and amended as necessary, particularly in response to a complaint or Security Incident.

Signed by (print name):

for and on behalf of: **CDS (Superstores International) Ltd**

Date:

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Signed by (print name):

for and on behalf of:

Date:

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