

## PURCHASING TERMS FOR COMMUNITY SUPPLIERS

### 1. DEFINITIONS

In addition to the terms defined in Schedule 1 of this Agreement, the following definitions shall apply:

**Buyer** means a Subscriber who uses the Site to purchase goods and/or services from a Supplier.

**Buyer Data** means Personal Data provided by Buyer's in connection with their use of the Site and other information which Applicable Law requires to be held or stored with respect to a Buyer.

**Buyer Specific Purchasing Price** means the price charged by the Supplier to the Buyer on the Site for any particular goods or services.

**Catalogue** means the Supplier's Catalogue or part thereof that is to be converted to an Electronic Catalogue.

**Catalogue Conversion** means the process by which the Catalogue is converted to the Electronic Catalogue.

**Catalogue Updates** means changes to the content of the Electronic Catalogue as requested by the Supplier of the type and frequency specified in the Registration Form.

**Electronic Catalogue** means the structured electronic and/or digital version of the Catalogue suitable for display on the Site.

**PunchOut** means an eProcurement solution that provides access to the Electronic Catalogue via the Site.

**Registration Form** means the registration form previously signed by the Supplier.

**Site** means the purchasing solution to be found at [www.oneadvanced.com/science-warehouse](http://www.oneadvanced.com/science-warehouse).

**Subscriber** means a registered user of the Site whether a Buyer or Supplier.

**Supplier** means the Customer or any other Subscriber who places or authorises the placement of their Catalogue in an electronic format on the Site with the intention of supplying goods and/or services to a Buyer.

**Transaction Fees** means the percentage(s) detailed on the Registration Form of the Buyer Specific Purchasing Price plus any shipping costs.

### 2. REGISTRATION

2.1. By returning a completed Registration Form the Supplier represents that the information on the form is true and accurate in all respects and that the Supplier has the authority to enter into and perform its obligations under this Agreement. The Supplier shall return the completed Registration Form to OneAdvanced via the following e-mail address: [sw.supplier.queries@oneadvanced.com](mailto:sw.supplier.queries@oneadvanced.com) and agrees to keep OneAdvanced informed of any changes in the information.

### 3. THE SITE

3.1. OneAdvanced act solely in providing the Site. OneAdvanced do not control any aspect of the sale transaction and are not involved in the actual transaction between Subscribers. OneAdvanced have no control over and are not responsible for the quality, description, fitness for purpose, safety or legality of any goods or services offered by the Supplier or any Suppliers or the truth or accuracy of the Electronic Catalogue, the ability of the Supplier or any Suppliers to sell goods or deliver services or the ability of any Buyers to buy goods or services, and OneAdvanced give no warranties or representations thereto. Accordingly, it is for the Subscribers to determine the terms and conditions on which they contract. Notwithstanding this, the Supplier undertakes and agrees to:

3.1.1. treat and maintain as confidential all Confidential Information supplied by OneAdvanced or a Subscriber. Confidential Information may only be used for the purposes of fulfilling the Subscribers obligations under this Agreement. Notwithstanding the above, the Subscriber may disclose Confidential Information pursuant to a valid court order or where the Confidential Information is already in the public domain through no fault of the Subscriber;

3.1.2. conduct its business at all times in a manner which will reflect favourably on the operation of the Site;

3.1.3. acknowledge receipt of a Buyer's purchase order within 48 hours of its receipt, or prior to dispatch of the goods, whichever is the earlier;

3.1.4. ensure that the Buyer Specific Purchasing Price is no more than the price the Supplier offers that Buyer through its own website;

3.1.5. undertake such credit or trade checks as the Supplier deems fit and proper for any Buyer;

3.1.6. comply with all applicable rules, regulations, policies or procedures governing the use and/or operation of the Site as may be issued by OneAdvanced, its agent or sub-contractors from time to time; and

3.1.7. supply data sheets (MSDS) as and when necessary to a Buyer.

### 4. RESERVATION OF RIGHTS

4.1. OneAdvanced reserves the right at its own discretion to refuse to provide the Supplier with access to the Site. By way of example and not by limitation, access to the Site may be prevented in the event of a malicious code being detected on the Site or other emergency situations. Should OneAdvanced prevent access to the Site OneAdvanced will use reasonable endeavours to provide the Supplier with notice as soon as is reasonably practicable.

## 5. ACKNOWLEDGEMENT

5.1. The Supplier acknowledges and accepts that:

5.1.1. It enters into any contract with any Subscriber entirely at its own risk and OneAdvanced will not be liable for any loss or damages suffered by the Supplier arising from or in connection with such contracts;

5.1.2. It is their responsibility in any supply, advertising, promotion, posting, order fulfilment, shipment or delivery of the goods or services that it complies with all relevant laws, rules and regulations including without limitation the Poisons Act 1972;

5.1.3. The posting of the Electronic Catalogue on the Site does not constitute an invitation to treat and a placement of a purchase order by a Buyer does not constitute an acceptance. An order becomes contractually binding on both Subscribers when the Supplier accepts a purchase order by notifying the Buyer of his acceptance in whole or in part of the purchase order;

5.1.4. It is solely responsible for the accuracy and content of its Catalogue and the Electronic Catalogue notwithstanding that OneAdvanced or any other party may have undertaken or assisted the Supplier in undertaking the initial Catalogue Conversion;

5.1.5. OneAdvanced has no control over or responsibility for the content of any material transmitted from or received by any Subscriber;

5.1.6. It is responsible for maintaining effective back-up procedures such as may be necessary to replace all its data in the event of loss or damage regardless of cause. These procedures shall include but not be limited to all recommendations made by OneAdvanced as well as any measures that a reasonably prudent information technology professional would take to protect its own data, including but not limited to the regular backup and off-site storage of all data required to restore the Supplier's computer system to full operational capability following any event which caused such loss or corruption of data. OneAdvanced shall not be responsible for any loss or damage suffered by the Supplier through any failure to comply with its obligations under this clause;

5.1.7. It shall make available to OneAdvanced such materials, information, facilities and assistance as OneAdvanced shall reasonably require to:

- (a) undertake the Catalogue Conversion, Catalogue Updates and implementation of the Site; and/or
- (b) undertake the implementation and running of the PunchOut.

It acknowledges that failure to provide such materials, information, facilities and assistance may prevent OneAdvanced from performing its obligations hereunder and/or result in payment of additional charges to OneAdvanced;

5.1.8. If it has a dispute with any Subscriber and requires OneAdvanced's assistance in resolving such dispute, it agrees to indemnify and hold harmless OneAdvanced against all costs and expenses, including reasonable legal fees, incurred or suffered by OneAdvanced in connection with such assistance; and

5.1.9. It is authorised to use the Site only as a Supplier and not as a Buyer which, if applicable, will be subject to separate terms and conditions.

## 6. WARRANTIES

6.1. The Supplier represents and warrants to OneAdvanced that:

6.1.1. It owns all rights, titles and interests in the Catalogue including without limitation, copyright, trademark, service marks, and any patents.

6.1.2. the Catalogue, the Electronic Catalogue and/or the PunchOut will not infringe the Intellectual Property Rights of any third party.

6.1.3. It will use the Site only for lawful purposes and will not use the Site to distribute, display, transmit or publish obscene, defamatory, offensive, abusive or otherwise indecent material.

6.1.4. It will not modify, reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, circulate, decompile, reverse engineer, disassemble, rent, lease, lend or sublicense any of the material, content, software or programs on or in the Site.

6.1.5. It will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site;

6.1.6. It will not use the Site to transmit any Malicious Software which is likely to cause harm to the Site or any computer system;

6.1.7. It will not assign or pass the benefit of any order or introduction made through the Site to any other party or accept any order placed by a Buyer other than through the Site; and

6.1.8. It will keep its user names and passwords confidential. Where the confidentiality of its user name or password is compromised, it must advise OneAdvanced immediately on becoming aware. Failure to maintain their confidentiality may result in its participation in the Site being suspended for security reasons.

## 7. LICENCE

7.1. The Supplier grants OneAdvanced a non-exclusive, royalty free, worldwide licence to:

- (a) translate, restructure, make derivative works of and copy the Catalogue; and/or
- (b) use, sub-licence, publicly perform and display the Catalogue and/or the PunchOut on and in relation to the Site.

7.2. Subject to the Supplier's compliance with the terms of the Agreement, during the Term, OneAdvanced grants the Supplier a limited, non-exclusive, non-transferrable licence to use the Site from:

- (a) the date the Registration Form is signed for the purposes of displaying the Electronic Catalogue, searching the same and receiving and fulfilling orders for goods and services; and/or
- (b) the date the Registration Form is signed for the purposes of displaying the PunchOut, searching the same and receiving and fulfilling orders for goods and services.

7.3. Should OneAdvanced, its subcontractors or agents undertake the initial Catalogue Conversion in whole or in part, OneAdvanced shall own all rights (including all copyright) in and to the Electronic Catalogue including any alterations, updates or modifications thereto. For the avoidance of doubt, OneAdvanced shall not acquire any Intellectual Property Rights in the original data, product information and/or product images provided by or owned by Supplier.

## 8. FEES AND PAYMENT

8.1. OneAdvanced will invoice the Supplier on a monthly basis for the previous month's aggregated Transaction Fees.

8.2. Transaction Fees are charged on each order placed through the Site and accepted by the Supplier. If the order is cancelled or returned or otherwise in dispute after acceptance, the Transaction Fees will still be due and payable.

## 9. INDEMNITY

9.1. The Supplier agrees to defend, indemnify and hold harmless OneAdvanced from and against any and all costs, damages, liabilities or expenses incurred by OneAdvanced (including all costs, damages or reasonable legal expenses) in defending or settling any actions, suits, proceedings, claims or demands made or brought against OneAdvanced by a Third Party caused by, or in any way connected with Supplier's use of the Site or the performance of its obligations under this Agreement.

## 10. TERMINATION

10.1. In addition to any of the rights and remedies provided under the Agreement, OneAdvanced may immediately terminate use of the Site upon written notice to the Supplier if it has reason to believe that the Supplier is not using the Site in accordance with these terms and conditions or if a competent regulatory authority requires OneAdvanced to terminate use of the Site. On termination of the Agreement, howsoever arising, the Supplier's right to use the Site shall cease.

10.2. Subject to clause 10.1 above, the Supplier's obligation to pay Transaction Fees starts on the Effective Date and continues for the Initial Term and any Renewal Term.

## 11. DATA PROTECTION

Supplier agrees that any processing of Buyer Data by the Supplier will be in compliance with all laws, rules and regulations related to data privacy, including, without limitation, the Data Protection Act 2018 (DPA 2018) and the UK General Data Protection Regulation (UK GDPR) retained from EU Regulation 2016/679 (the "Data Protection Regulations") when a Buyer uses or buys any of the goods and/or services provided by the Supplier via the Site. Supplier acknowledges and agrees that when a Buyer uses or buys any of its goods or services via the Site (i) the Buyer is the Data Controller with respect to Personal Data; and (ii) Supplier in this situation is acting as a Processor for the Buyer. If requested by the Buyer or required by applicable law, rules or regulations, Supplier agrees to enter into an appropriate data processing addendum with the Buyer. For the purpose of this clause 12, the terms, "Controller", "Personal Data", "Processing", and "Processor" shall have the same meaning as the UK GDPR and their cognate terms shall be construed accordingly.

## 12. MISCELLANEOUS

12.1. Clauses 3.1.3 and 6.1.7 shall not apply for Buyers that do not send purchase orders via the Site.