TERMS AND CONDITIONS OF SALE FOR DISTRIBUTION OR PURCHASE WITHIN THE UNITED KINGDOM

Interpretation

1.a) In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

Agreed Purposes: The performance by each party of its obligations under the Contract, and the promotion of the Goods that form the subject of the Contract.

Contract: any contract between Us and You for the sale and purchase of the Goods, incorporating these Terms and Conditions.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation in force at the time.

Data Discloser: a party that discloses Shared Personal Data to the other party.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Goods: any goods agreed in the Contract to be supplied to You by Us to be distributed or purchased for use by You within the Territory only (including any part or parts of them).

Our, Us, We: Wilkin & Sons Limited

Permitted Recipients: the parties to the Contract, the employees of each party, any third parties engaged to perform obligations in connection with the Contract.

Price: the price of the Goods.

Shared Personal Data: the personal data to be shared between the parties under the Contract. Shared Personal Data shall be confined to the following categories of information:

- i) Identity Data including name and title;
- ii) Contact Data including invoicing address, email address and telephone number;
- iii) Transaction Data including details about payments to and from you and other details of Goods you have purchased from us; and
- iv) Financial Data including bank account and payment card details.

Terms and Conditions: the terms and conditions set out in this document.

Territory: United Kingdom

Working Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

You, Your: the person, firm or company who purchases the Goods from Us.

- b) Unless the context otherwise requires, each reference in these Terms and Conditions to a Clause is a reference to a Clause of these Terms and Conditions.
- Words in the singular include the plural and in the plural include the singular.
- d) A reference to one gender includes a reference to the other gender.

- The headings in this document do not affect the interpretation of these Terms and Conditions.
- f) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- g) Any phrase introduced by the terms including, include, in particular or similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- h) A reference to writing or written includes email and fax.

Basis of the Sale

- 2.a) Subject to any variation under Clause 2.c) the Contract shall be on these Terms and Conditions to the exclusion of all other terms and conditions including any terms or conditions which You purport to apply under any purchase order, confirmation of order, specification or other document or any which are implied by trade, custom, practice or course of dealing.
 - b) No terms or conditions endorsed on, delivered with or contained in Your purchase order, confirmation of order, specification or any other document shall form part of the Contract simply as a result of such document being referred to in the Contract. You waive any right You might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of Yours that are inconsistent with these Terms and Conditions.
 - c) These Terms and Conditions apply to all of Our sales of Goods in the Territory and any variation to these Terms and Conditions (including any special terms and conditions between the parties) and any representations about the Goods shall have no effect unless expressly agreed in writing by Us. You acknowledge that You have not relied on any statement, promise or representation made or given by Us which is not set out in the Contract. Nothing in this Terms and Conditions shall exclude or limit Our liability for fraudulent misrepresentation.
 - d) Each order or acceptance of a quotation by You shall be deemed to be an offer to purchase the Goods pursuant to these Terms and Conditions.
 - e) No order placed by You shall be deemed to be accepted by Us until a written acknowledgement of order is issued by Us or (if earlier) We deliver the Goods to You. In either circumstance, the Contract shall then come into existence
 - f) You shall ensure that the terms of Your order, confirmation of order and any applicable specification are complete and accurate.
 - g) Any quotation is given on the basis that no Contract shall come into existence until We despatch an acknowledgement of order to You. Any quotation is valid for a period of 14 days only from its date, provided that We have not previously withdrawn or revised it by written notice.
 - h) If You are purchasing the Goods from Us as a reseller or retailer, or if You intend to re-sell the Goods, you are only permitted to do so within the Territory on the terms of these Terms and Conditions. You shall refrain from reselling the Goods or actively marketing the Goods or seeking customers for the Goods outside the Territory.

Description

- 3.a) The quantity and description of the Goods shall be as set out in Our quotation or acknowledgement of order.
 - b) All samples, drawings, descriptive matter, specifications and advertising issued by Us and any descriptions or illustrations contained in Our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract nor have any contractual force.

Price and Payment

- 4.a) The Price shall be Our quoted price as revised by written notice from time to time. If no price is quoted, the Price shall be the price set out in Our price list in force at the date of delivery.
 - b) The Price is exclusive of VAT and any other applicable sales taxes which shall be due at the rate ruling on the date of Our invoice.
 - c) Subject to any special terms agreed in writing between You and Us, We may invoice You for the Price on or at any time after delivery of the Goods.
 - d) Subject to Clause 4.g) below, payment for the Price shall be due by the end of the month following the month in which the Goods are invoiced by Us.
 - e) Time for payment shall be of the essence.
 - No payment shall be deemed to have been received until We have received cash or cleared funds.
 - g) All payments payable to Us under the Contract shall become due immediately on its termination despite any other provision.
 - h) You shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless You have a valid court order requiring an amount equal to such deduction to be paid by Us to You.
 - We may, by giving notice to You at any time up to 3
 Working Days before delivery, increase the Price to reflect any increase in cost of the Goods that is due to:
 - any factor beyond Our control (including increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (ii) any request by You to change the delivery date(s), quantities or types of Goods ordered;
 - (iii) any delay caused by any of Your instructions or failure by You to give Us adequate or accurate information or instructions.
 - j) If You fail to pay Us any sum due pursuant to the Contract, You shall be liable to pay interest to Us on such sum from the due date for payment at the annual rate of 3% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment. You shall pay the interest together with the overdue amount.

<u>Delivery</u>

- 5.a) The Goods shall be delivered to a mainland address in the Territory as specified by You. Delivery shall be completed on the completion of unloading of the goods to that address.
- b) You are bound to accept delivery and to pay in full provided that delivery occurs within 4 weeks of the date of the order or by a later date if agreed by Us in writing.
- c) Any dates specified by Us for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified,

- delivery shall be within a reasonable time and no delay shall entitle You to terminate or rescind the Contract unless the Goods are not delivered within 4 weeks of the date of the order and an extension has not been agreed in accordance with Clause 5.b) above.
- d) Subject to the other provisions of these Terms and Condition We shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in delivery or failure to deliver the Goods (even if caused by Our negligence).
- e) If for any reason You fail to accept delivery of any of the Goods when they are ready for delivery, or We are unable to deliver the Goods on time because You have not provided appropriate instructions, documents, licences or authorisations:
 - (i) risk in the Goods shall pass to You (including for loss or damage caused by Our negligence);
 - (ii) the Goods shall be deemed to have been delivered;
 - (iii) We may store the Goods until delivery, whereupon You shall be liable for all related costs and expenses (including, without limitation, storage and insurance); and
 - (iv) We may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to You for any excess over the price of the Goods or charge You for any shortfall below the price of the Goods.
- f) We may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle You to repudiate or cancel any other Contract or instalment.

Inspection on Delivery.

6.

7.

- You must inspect the Goods on delivery and within 2 Working Days notify Us of any alleged defect, shortage in quantity, damage or failure to comply with description or sample. In such event, We or Our agent will require an opportunity to inspect the Goods within a reasonable time before any use is made of them. If You do not give Us such notice and opportunity to inspect the Goods, the Goods shall be conclusively presumed to be in Accordance with the Contract and free from any defect or damage which would be apparent on reasonable examination, You shall be deemed to have accepted them.
- We make every effort to ensure Our products leave Our premises in excellent condition. If however, the Goods are not in accordance with the Contract in any way on delivery We will, at Our option, make good any such shortage, defect, damage or failure to comply with the description or sample by replacing the Goods or by refunding a proportionate part of the Price, providing You have complied with Your obligations in Clause 6 above. If We comply with this Clause 7 We shall have no further liability to You in respect of any shortage, defect, damage or failure to comply with the description or sample on delivery.

Risk

8. The Goods are at Your risk from the time of delivery.

Ownership

- 9.a) Ownership of the Goods shall not pass to You until We have received in full (in cash or cleared funds) all sums due to Us (including VAT and other sales taxes) in respect of:
 - (i) the Goods; and
 - (ii) all other sums which are or which become due to Us from You on any account.
 - b) Until ownership of the Goods has passed to You, You shall:
 - hold the within the Territory Goods on a fiduciary basis as Our bailee;
 - (ii) store the Goods within the Territory (at no cost to Us) separately from all Your other goods or any goods of a third party in such a way that they remain readily identifiable as Our property;
 - (iii) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (iv) maintain the Goods in satisfactory condition and keep them insured on Our behalf for their full price against all risks to the reasonable satisfaction of Us.
 On request You shall produce the policy of insurance to Us;
 - (v) notify Us immediately if You become subject to any of the events listed in Clause 10.a);
 - (vi) give Us such information relating to the Goods as We may require from time to time.
 - c) You may resell the Goods within the Territory before ownership has passed to You solely on the following conditions:
 - any sale shall be effected in the ordinary course of Your business at full market value; and
 - (ii) any such sale shall be a sale of Our property on Your own behalf and You shall deal as principal when making such a sale.
 - d) We shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Us.
 - (e) If before the title of the Goods passes to You, You become subject to any of the events listed in Clause 10.a), then, without limiting any other right or remedy We may have:
 - (i) Your right to resell the Goods or use them in the ordinary course of business ceases immediately; and
 - (ii) We may at any time require You to deliver up all Goods in Your possession that have not been resold or irrevocably incorporated into another product and if You fail to do so promptly, We may enter any premises of Yours or of any third party where the Goods are stored in order to recover them.
 - f) You grant Us, or Our agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where Your right to possession of the Goods has terminated, to recover them.
 - g) Where We are unable to determine whether any Goods are the goods in respect of which Your right to possession has terminated, You shall be deemed to have sold all goods of the kind sold by Us to You in the order in which they were invoiced to You.

Termination

10.a) Your right to possession of the Goods shall terminate immediately if:

You have a bankruptcy order made against You or make an arrangement or composition with Your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of Your undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of You or notice of intention to appoint an administrator is given by You or Your directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of You or for the granting of an administration order in respect of You, or any proceedings are commenced relating to the insolvency or possible insolvency of You; or

(i)

- (ii) You suffer or allow any execution, whether legal or equitable, to be levied on Your property or obtained against You, or fail to observe or perform any of Your obligations under the Contract or any other contract between Us and You, or are unable to pay Your debts within the meaning of section 123 of the Insolvency Act 1986 or You cease to trade; or
- (iii) You encumber or in any way charge any of the Goods; or
- (iv) You commit a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 Working Days of that party being notified in writing to do so; or
- (v) You suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of its business; or
- (vi) Your financial position deteriorates to such an extent that in Our opinion Your capability to adequately fulfil Your obligations under the Contract has been placed in jeopardy; and

We may then suspend all future deliveries and/or terminate the Contract.

- b) On termination of the Contract, howsoever caused, Our (but not Your) rights contained in Clauses 8 and 9 shall remain in effect.
- c) Without limiting Our other rights and remedies, We may terminate the Contract with immediate effect by giving written notice to You if You fail to pay any amount due under this Contract on the due date for payment and remain in default not less than 14 days after being notified in writing to make such payment.
- Upon termination of the Contract for any reason, You shall immediately pay to Us all Our outstanding unpaid invoices and interest.

Warranties

11. Subject to Clauses 6 and 7 above, no warranties are given by Us in respect of the Goods unless any warranties are expressly set out in any written specification that We have supplied to You.

Limitation of Liability

- 12.a) Subject to Clauses 6 and 7 above, the following provisions set out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents and subcontractors) to You in respect of:
 - (i) any breach of these Terms and Conditions;
 - (ii) any use made or resale by the buyer of any of the Goods, or of any product incorporating any of the Goods; and
 - (iii) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- b) All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- Nothing in these Terms and Conditions excludes or limits Our liability:
 - for death or personal injury caused by Our negligence; or
 - (ii) under section 2(3) Consumer Protection Act 1987; or
 - (iii) for any matter in which it would be illegal for Us to exclude or attempt to exclude Our liability; or
 - (iv) for fraud or fraudulent misrepresentation.
- d) Subject to Clause 12.b) and Clause 12.c):
 - (i) Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
 - (ii) We shall not be liable to You for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

Cancellation by Us

13. We may cancel the Contract at any time before delivery by giving written notice to You. On giving such notice We will repay any sums paid in respect of the Price and We shall have no further liability to You whatsoever arising from such cancellation.

Intellectual Property

- 14. All Goods shall only be re-sold by You in the Territory in Our packaging and in no case may any trademark other than Our own be marked on or applied thereto. No right or licence is granted under the Contract in respect of any patent, trademark, copyright, registered design or other intellectual property right except the right to use or re-sell the Goods as set out in these Terms and Conditions.
- 15. If You are subject to any claims from any third party for infringement of intellectual property rights arising out of the sale of the Goods then provided the Goods have been resold in the Territory We shall indemnify You against any such claims up to an amount equal to the Price subject to You allowing Us to conduct any proceedings or negotiations (in Your name if We elect) provided that this indemnity shall not extend to any loss to the extent covered by any policy of insurance maintained by You.

Force Majeure

16.

We reserve the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by You (without liability to You) if We are prevented from or delayed in the carrying on of our business due to circumstances beyond our reasonable control including, without limitation, acts of God, shortage of material, equipment, labour or supplies and any event or other consequence arising as a result of or in connection with the withdrawal of the United Kingdom from the European Union, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

Data Protection

- 17.a) Shared Personal Data. This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the Data Discloser) will disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- b) Effect of non-compliance with Data Protection Legislation. Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation.
- Particular obligations relating to data sharing. Each party shall:
 - ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
 - (ii) give full information to any data subject whose personal data may be processed under the Contract of the nature of such processing. This includes giving notice that, on the termination of the Contract, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
 - (iii) process the Shared Personal Data only for the Agreed Purposes;
 - (iv) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - (v) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality);
 - (vi) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
 - (vii) not transfer any personal data received from the Data Discloser outside the UK unless the transferor has the written consent of the other party and:
 - (1) has ensured that the data subject has enforceable rights and effective legal remedies; and

- (2) ensures appropriate safeguards in relation to the transfer and compliance with Data Protection Legislation by providing adequate protection to any personal data being transferred.
- Mutual assistance. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
 - consult with the other party about any notices given to data subjects in relation to the Shared Personal Data:
 - (ii) promptly inform the other party about the receipt of any data subject access request;
 - (iii) provide the other party with reasonable assistance in complying with any data subject access request;
 - (iv) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
 - (v) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
 - (vi) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
 - (vii) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of the Contract unless required by law to store the personal data;
 - (viii) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
 - (ix) maintain complete and accurate records and information to demonstrate its compliance with this clause.
- e) Indemnity. Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

<u>Assignment</u>

- 18.a) Either party may assign, licence or sub-contract all or any part of its rights and obligations under the Contract with the consent of the other. You shall not be permitted to assign, licence or sub-contract any of Your rights and obligations under the Contract to any party situate outside the Territory.
 - b) Notwithstanding Your right to subcontract pursuant to this Clause 18, You shall remain responsible for all acts and omissions of Your subcontractors as if they were Your own.

An obligation on You to do, or to refrain from doing, any act or thing shall include an obligation upon You to procure that Your employees, agents and subcontractors also do, or refrain from doing such act or thing.

Corporate Governance

c)

- 19.a) In performing Our obligations under the Contract We shall comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including the Modern Slavery Act 2015 and maintain throughout the term of the Contract Our own policies and procedures to ensure compliance with the those laws, statutes and regulations.
- b) We shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010 and maintain and have in place throughout the term of the Contract Our own policies and procedures to ensure compliance with the aforementioned.
- c) We shall throughout the term of the Contract comply and adhere to Our ethical trading policy, a copy of which can be provided to you on request.

Anti-Facilitation of Tax Evasion

- 20.a) To comply with the requirements of the Criminal Finances Act 2017 we shall not engage in any activity, practice or conduct which would constitute either:
 - i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
 - a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.
 - b) We shall maintain in place throughout the term of the Contract such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Supplier) and to ensure compliance with *Clause 20(a)*.
 - c) We shall promptly report to the Customer any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this Contract.
 - d) We shall ensure that any person associated with the Supplier who is performing services and, or providing goods in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in Clause 20 (Relevant Terms). We shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.
 - e) For the purposes of *Clause 20(b)*, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with Us but is not limited to any subcontractor that We use.

General

21.a) A notice required or permitted to be given by either party to the other under these Terms and 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. A notice shall be

- deemed to have been received on the third Working Day after posting. The provisions of this Clause do not apply to the service of any proceedings or other documents in legal action.
- b) If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
- c) Failure or delay by Us in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of Our rights under the Contract.
- d) Any waiver by Us of any breach of, or any default under, any provision of the Contract by You shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- e) Save as expressly stated in these Terms and Conditions the parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- f) The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties irrevocably agree for the sole benefit of Us that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation. Nothing in this clause shall limit Our right to take proceedings against You in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.
- g) You acknowledge that if you act as a reseller or retailer of the Goods, You do so on a non-exclusive basis in the Territory.

Print Name
Position
Company
Dated

Authorised signatory