

**ADDENDUM TO SMITHS NEWS' STANDARD TERMS AND CONDITIONS OF BUSINESS****SALE OF GOODS****Introduction**

To the extent that the Customer orders non-news related Goods (as defined below) from the Company, Customers are advised in their own best interests to read this addendum (the '**Addendum**') which should be read in conjunction with the Company's standard terms and conditions of business with our customers ('**Standard Terms and Conditions**') which are available at [www.smithsnews.co.uk/smiths-news-terms-and-conditions](http://www.smithsnews.co.uk/smiths-news-terms-and-conditions). In particular, the terms of the Standard Terms and Conditions expressly referred to in this Addendum (and any other provisions which by their implication should apply) shall apply equally to this Addendum. If there is any conflict or ambiguity between the terms of this Addendum and the Standard Terms and Conditions, then the terms of this Addendum shall prevail.

This Addendum shall apply to all orders by the Customer for the supply of Goods by the Company to the Customer. No other terms are implied by trade, custom, practice or course of dealing. The parties agree as follows:

**1. Definitions**

1.1. Unless the context requires otherwise, the defined terms in the Standard Terms and Conditions shall apply to this Addendum.

1.2. In this Addendum the words and phrases below shall have the following meanings:

**Contract:** the contract between the Company and the Customer for the sale and purchase of the Goods in accordance with this Addendum.

**Firm Sale:** supplies of the Goods to the Customer, on a strictly no sale or return basis.

**Goods:** any goods to be supplied by the Company to the Customer other than the Titles, details of which (and pricing thereof) may be set out in the Company's online platform or via pamphlet, leaflet or otherwise communicated to the Customer via the Company's call centre.

**Order:** in relation to Firm Sales, the Customer's order for the Goods either via telephone call to the Company's call centre, the Customer's acceptance of the Company's quotation or the Customer's completion of the Company's online ordering process.

**2. Orders**

2.1. The Customer and the Company shall agree in advance whether the Goods are to be ordered on a Firm Sale basis or on a full Sale or Return basis (**FSOR**).

2.2. For Firm Sales, the following provisions shall apply:

2.2.1. The Order constitutes an offer by the Customer to purchase the Goods on Firm Sale in accordance with this Addendum. The Customer is responsible for ensuring that the terms of the Order are complete and accurate. The Order shall only be deemed accepted when the Company confirms the Order either in writing or verbally at which point the Contract shall come into existence. The Company shall deliver the Goods to the Customer in accordance with clause 3 of this Addendum. If the Company is unable to supply the Goods (in whole or in part) for any reason, the Customer will be informed of this and, where part of the Order can be supplied, the Company will adjust the quantity of the Customer's Order accordingly and process the Order subject to such changes.

2.3. For FSOR, the following provisions shall apply:

2.3.1. The Company shall deliver to the Customer in accordance with clause 3 of this Addendum any amount or type of Goods as (i) the Company in its discretion decides may be of particular interest to the Customer for resale at its Premises or (ii) which may have been ordered by the Customer either via telephone call to the Company's call centre, the Customer's acceptance of the Company's quotation or the Customer's completion of the Company's online ordering process.

2.3.2. The Customer's acceptance of delivery of such Goods shall constitute a Contract for the supply of those

Goods.

2.3.3. The Customer may return any unsold Goods to the Company for credit provided that:

2.3.3.1. The Customer makes the unsold Goods available for collection at the usual point of delivery on the days and times specified by the Company and, in any event, within 7 days of delivery of such unsold Goods;

2.3.3.2. The unsold Goods are in complete, unopened and undamaged cases, and the Company reserves the right to refuse to collect any unsold Goods which do not comply with these requirements;

2.3.3.3. The validity of any credit offered by the Company for returned Goods shall not be questioned by any person; and

2.3.3.4. The Company reserves the right to reject for credit any unsold Goods which it reasonably believes are submitted late or do not comply with the requirements set out in clause 2.3.3.2 of this Addendum.

2.3.4. The Customer accepts that standing order adjustments may be made where supplies of Goods are provided FSOR.

2.3.5. The Customer agrees to accept extra deliveries of the Goods, on FSOR, supplied by the Company in support of promotional activity.

2.3.6. The Company will adjust Customer's orders responsible in order to improve the level of availability of the Goods. Any extra Goods provided by the Company will be FSOR.

### **3. Delivery**

3.1. The provisions of clauses 2.2, 2.3, 2.4, 2.6 and 2.9 of the Standard Terms and Conditions shall apply to delivery of the Goods in the same way as they apply to the Titles.

3.2. The Company (at its absolute discretion) reserves the right to reimburse or credit (as the case may be) the Customer in respect of any claim for shortages/discrepancies/damaged Goods solely in the event that any shortages/discrepancies/damage to the Goods are reported to the Company by the Customer within 24 hours of receipt of the Goods.

3.3. Except as provided in clause 3.2 of this Addendum, the Company shall have no liability to the Customer in respect of any shortages/discrepancies/damaged Goods.

3.4. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

### **4. Customer Obligations**

4.1. The provisions of clauses 3.1, 3.6, 3.7, 3.8, 3.9, 3.10, 3.13 and 3.15 of the Standard Terms and Conditions shall apply to the Goods in the same way as they apply to the Titles.

4.2. The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Company's published price list in force as at the date of delivery.

### **5. Liability and Errors**

5.1. The provisions of clause 5 (*Liability*) of the Standard Terms and Conditions shall apply to the Goods in the same way as they apply to the Titles.

5.2. In the event that on the rare occasion it is uncovered that some of the Goods may be incorrectly priced in sales literature or via the Company's online platform, the Company will inform the Customer of this error prior to delivery of the affected Goods and will give the Customer the option of continuing to purchase the Goods at the correct price or cancelling the Order. The Company will not process the order of the Goods until the Customer has confirmed its instructions. If the Customer does not provide any such instructions within 3 days the Company will treat such order as cancelled. If the Company mistakenly accepts and processes any such order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by the Customer as a mispricing, the Company may nevertheless cancel supply of the Goods.

### **6. Title and Risk**

6.1. The provisions of clause 6 (*Risk*) of the Standard Terms and Conditions shall apply to the Goods in the same

was as they apply to the Titles.

## **7. Termination**

- 7.1. The provisions of clause 4 (*Termination*) of the Standard Terms and Conditions shall apply to the Goods in the same way as they apply to the Titles.
- 7.2. Without prejudice to clause 7.1 above, this Addendum shall terminate with immediate effect if and to the extent that the Customer's supplies of Titles to it from the Company pursuant to the Standard Terms and Conditions terminates, is cancelled or where such supplies are suspended or cease for whatever reason.

## **8. Force Majeure**

- 8.1. If the Company is either prevented, delayed and/or hindered from carrying out its obligations by any circumstances beyond the Company's reasonable control including (but not limited to) acts of God, seizure under legal process, riots, civil commotion or unrest, demonstrations, strikes or lock-outs (general or partial stoppage), any consequence of war, terrorism and kindred risks, labour disputes of any kind, industrial action of any nature whatsoever (whether any of the foregoing relate to the Company's employees, agents, contractors or others), fire, floods, storms, delays or cancellations on the rail network, traffic accidents, serious traffic congestion, any shortage of paper, ink or fuel supply (or the supply of any other essential materials or services) or compliance with any law, governmental or regulatory order, rule, regulation, undertaking or direction (each being '**an event of force majeure**'), the Company's ongoing obligations under this Addendum will remain in effect but will be temporarily suspended without liability to the Customer for so long as an event of force majeure shall continue.

## **9. General**

- 9.1. The provisions of clause 7 (*General*) of the Standard Terms and Conditions shall apply to the Goods in the same way as they apply to the Titles.

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