In these Conditions the following terms have the following meanings:

**“Applicable Laws”** means the laws of any jurisdiction and the laws of any body or person, whether public, private or public authority, having jurisdiction in any part of the world; and “**Applicable Laws**” include the US Foreign Corrupt Practices Act, the UK Bribery Act, any legislation relating to anti-slavery and/or anti-human trafficking (including the Modern Slavery Act 2015) and/or any and all equivalent legislation and/or regulations that may from time to time be in force in any jurisdiction; and “**Conditions**” means the terms and conditions of purchase set out in this document; “**Contract**” means the Purchase Order and these Conditions; “**Delivery Address**” means the address at which MU requires delivery of the Goods; “**Delivery Date**” means the date on which the Supplier shall deliver the Goods; “**Goods**” means the goods which the Supplier is to supply to MU in accordance with these Conditions; “**Intellectual Property**” means all current and future copyright, patents, trademarks, designs, models, rights in databases, inventions, trade secrets, know-how, rights in respect of confidential information, rights in designs, topographies, trade and business names, domain names, marks and devices (whether or not registered) and all other intellectual property rights and applications for any of those rights (where such applications can be made) capable of protection subsisting at any time in any part of the world; “**MU**” means Manchester United Limited (Registered No. 2570509) or its Affiliate who has placed the Purchase Order; “**Price**” means the price of the Goods and/or Services; “**Purchase Order**” means MU’s order for goods and/or services, incorporating these Conditions; “**Services**” means the services which the Supplier is to supply to MU in accordance with these Conditions; and “**Supplier**” means the Supplier specified in these Conditions, on behalf of which the Conditions have been signed.

### Basis of Contract

These Conditions apply to all contracts for the purchase of goods and/or services entered into by MU and all orders placed by MU are subject to these Conditions. The Supplier agrees to deal with MU on these Conditions to the exclusion of all other terms, conditions, warranties or representations with the exception of any terms specified on the Purchase Order. In particular, but without limitation, any terms or conditions incorporated, delivered or contained in the Supplier’s quotation, acknowledgment of acceptance or acceptance of order are expressly excluded.

### Purchase of Goods

3.1 MU agrees to purchase the Goods from the Supplier and the Supplier agrees to sell the Goods to MU.

3.2 The Supplier shall deliver the Goods to MU at the Delivery Address on the Delivery Date during MU’s business hours. Time of delivery is of the essence of the Contract.

3.3 The Supplier shall not be liable for any delay in delivery of the Goods or for non-delivery of the Goods to the extent that such delay or non-delivery is caused by the buyer failing to comply with any of its obligations under this contract.

### Delivery

4.1 The Supplier shall deliver the Goods to MU at the Delivery Address on the Delivery Date during MU’s business hours. Time of delivery is of the essence of the Contract.

4.2.1 The Supplier shall deliver the Goods to MU in the manner and packaging specified by MU and in any event in accordance with the high standards and ethics which are consistent with those of Manchester United Football Club and Good Industry Practice; and all further reasonable instructions or warnings given by MU and/or Affiliates orally or in writing from time to time.

4.2.2 The Supplier shall confidentially use and keep any subsequent delivery of the Goods which the Supplier attempts to make;
6.6 The Supplier shall provide MU with such invoices, advice notes, delivery notes, timesheets and other documentation as MU shall from time to time specify.

6.7 Supplier shall be entitled to simple interest on undisputed overdue sums at the rate of two percent (2%) per annum above the base lending rate for the time being of Barclays Bank plc.

7 Intellectual Property and Confidentiality

7.1 Supplier grants to MU a world-wide, royalty free, perpetual and irrevocable licence to use any and all Intellectual Property in the Goods to the fullest extent necessary for use and exploitation of the Goods.

7.2 Any and all Intellectual Property supplied and/or arising from or produced in the course of the Services shall vest in MU and/or its licensors and/or its Affiliates.

7.3 The Intellectual Property and other rights in any and all items, documents and materials from time to time provided to Supplier by MU in connection with and/or for the purpose of delivery of the Goods and/or Services belongs to MU or its licensors and, except solely to the extent necessary to perform Supplier’s obligations under the Contract, Supplier shall have no right or title to the same.

7.4 Nothing in the Contract grants any right to Supplier to apply any trade mark, logo or name of MU and/or any other Affiliate and/or Manchester United Football Club to any Goods or any such trade mark, logo or name in the course of the performance of the Services. Any such use shall be subject to a separate agreement between the parties.

7.5 Supplier shall ensure in strict confidence all technical and commercial know-how, specifications, inventions, processes and initiatives which are of a confidential nature and have been disclosed to it by MU and/or any other Affiliate, and any other information concerning business of MU and/or any other Affiliates which may it obtain. Supplier shall restrict disclosure of such confidential material to such of its employees as need to know the same for the purpose of discharging Supplier’s obligations to MU. This condition shall not apply to information which is in or which comes into the public domain (other than as a result of Supplier’s breach of confidence) in substantially the same form as supplied to it by MU.

8 Publicity

8.1 The Supplier shall not make any announcement, statement and/or press release in connection with the Contract or any other arrangements between the parties relating to the supply of the Goods and/or Services at any time (including, without limitation, any announcement and/or press release with respect to the commencement, expiry and/or termination of the Contract) except with the prior written agreement of MU.

8.2 Without prejudice to the generality of the foregoing the Supplier shall not be entitled to describe itself as a supplier to Manchester United Football Club, MU and/or any other Affiliate without the express prior written agreement of MU.

9 Warranty and indemnity

9.1 The Supplier warrants and represents to MU that the Goods:

9.1.1 will be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier before the Contract was entered into;

9.1.2 will be free from defects in design, material and workmanship;

9.1.3 will correspond with any relevant specifications, samples or descriptions provided by or to the Supplier (including, for the avoidance of doubt, any such specifications, samples or descriptions set out in the Contract and/or any Quotation provided by MU to the Supplier);

9.1.4 will comply with all statutory requirements and regulations;

9.1.5 will not infringe the rights of any third party; and

9.1.6 the representations made by it during the tender process (including, without limitation, those contained within any tender documentation) are true, materially accurate and not misleading.

9.2 The Supplier warrants and represents to MU that the Services will be performed by appropriately qualified and experienced personnel with reasonable care and skill, in accordance with the highest professional standards and ethics which are consistent with those of MU and/or Manchester United Football Club and in accordance with all Applicable Laws and Good Industry Practice.

9.3 The Supplier shall indemnify and hold MU harmless in full against any and all liability, loss, damages, costs and expenses (whether or not recoverable by reason of insurance or otherwise) suffered, awarded against, incurred and/or paid by MU as a result of or in connection with the Contract.

9.4 The Supplier shall take all reasonable steps to maintain in force, and have an insurer of reputable standing, insurance against all insurable liabilities under this clause 9 and shall produce documentary evidence of such insurance policies on request by MU.

10 Exclusion of MI liability

10.1 Subject to clause 10.3, MU’s total aggregate liability to the Supplier in respect of all actions arising out of or in connection with the Contract (whether for breach of contract, strict liability, tort (including negligence), misrepresentation or otherwise) shall not exceed the Price.

10.2 Subject to clause 10.3 below, MU shall have no liability whatsoever for any indirect, special, consequential or exemplary damages arising out of the making of the Purchase Order, the purchase of the Goods and/or Services or any breach of the Contract whether the breach is due to breach of contract, misrepresentation or negligence (including without limitation, legal expenses) suffered, awarded against, incurred and/or paid by the Supplier as a result of or in connection with the Contract.

10.3 Nothing in this Contract shall limit or exclude MU’s liability for: i) death or personal injury caused by its negligence; or ii) fraudulent misrepresentation.

11 Cancellation

11.1 MU shall be entitled, at any time and without MI liability to the Supplier, to cancel the whole and/or any part of its order to purchase the Goods and/or Services and/or to alter the quantities of the Goods and/or Services and/or to terminate the Contract in whole and/or in part by giving notice to the Supplier at any time prior to delivery or performance, in which event:

11.1.1 the Contract shall remain in full force and effect in respect of Goods and/or Services already delivered or paid for by MU (if any); and

11.1.2 the Supplier shall, if required by MU and notwithstanding MU having indicated that it wishes to cancel its order to purchase any of the Goods and/or Services, complete and/or perform all partially completed and/or delivered Goods and all the terms of the Contract shall apply to such Goods and/or Services.

11.2 The Supplier shall, if so required by MU and notwithstanding MU having indicated that it wishes to cancel its order to purchase any of the Goods and/or Services, complete and/or perform all partially completed and/or delivered Goods and all the terms of the Contract shall apply to such Goods and/or Services.

12.1 MU shall be entitled to terminate the Contract forthwith by notice in writing to the Supplier if:

12.1.1 the Supplier commits an irremediable breach of the Contract, persistently repeats a remediable breach or commits any remediable breach and does not remedy it within 14 days of receipt of notice of the breach requiring remedy of the same; or

12.1.2 the Supplier makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, receivership, administration, liquidation or winding up, is unable to pay its debts or otherwise becomes insolvent or suffers or is the subject of any disorder, suspension, event ofdefault or discontinuance of or any other similar process or event, whether in the United Kingdom or otherwise;

12.1.3 the Supplier ceases or threatens to cease to carry on business; or

12.1.4 there is at any time a material change in the management, membership, constitution or financial condition of the Supplier or its Affiliates.

12.1.5 the financial position of the Supplier deteriorates to such an extent that in the opinion of MU the capability of the Supplier to adequately fulfill its obligations under the Contract has been jeopardised; or

12.1.6 if MU reasonably apprehends that any of the events specified in clause 12.1.2 to 12.1.5 is about to occur in relation to the Supplier and notifies the Supplier accordingly.

12.2 In the event of termination under clause 12 then, without prejudice to any other right or remedy available to it, MU shall be entitled to deduct by way of set-off any sums paid to the Supplier for Goods which have not yet been delivered. All accrued rights and liabilities of the parties shall survive termination or expiration of the Contract.

13 Force majeure

MU reserves the right at any time without liability with Supplier to deliver the Delivery Date and payment and/or to cancel the Contract and/or reduce the volume of the Goods and/or Services already delivered or paid for by MU (if any); and

14.1 the remedies available to MU under the Contract shall be without prejudice to any other rights, either at common law or under statute, which it may have against the Supplier.

14.2 MU’s rights and remedies are cumulative and no failure or delay by MU in enforcing its rights or remedies shall be construed as a waiver of such rights or remedies unless stated by MU in writing to be so, nor shall any partial exercise of a right or remedy prejudice or limit the further exercise of that or any other right or remedy.

14.3 The invalidity or unenforceability of any term of, or any right arising pursuant to the Contract shall not in any way affect the remaining terms or rights which shall be construed as if such invalid or unenforceable term did not exist.

14.4 Any notice or written communication required or permitted to be served on or given to either party under the Contract shall be deemed to have been served by hand or sent by recorded delivery mail to the other party at its registered office address (and, in the case of any notice to be given to MU, marked “For The Attention of Head of Legal”), or to such other address which it has previously notified to the sending party and shall be deemed to have been given on the day of delivery.

14.5 The Contract is personal to the Supplier and the Supplier may not assign, transfer, sub-contract or otherwise part with the Contract or any right or obligation under it without the prior written consent of MU.

14.6 MU may without the prior written consent of the Supplier assign, novate, charge, sub-license and/or sub-contract to an Affiliate: (i) the Contract; (ii) the benefit and/or burden of the Contract or any right arising out of the same; and/or (iii) any of its rights (including any right of action against the Supplier) and/or obligations under the Contract.

14.7 The Goods and/or Services purchased under the Contract may be used by MU and/or any other Affiliate(s). Accordingly, nothing in the Contract shall restrain MU and/or any other Affiliate(s) (or any part of them) shall have the benefit of and be entitled to enforce the Contract.

14.8 Subject to clause 14.7, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Contract.

14.9 Notwithstanding clause 14.7: (i) the Contract may be varied by MU from time to time or terminated by MU in accordance with its terms without the consent of any other Affiliate and sections 2(1)(a) to (c) of the Contracts (Rights of Third Parties) Act 1999 do not apply to the Contract; (ii) any consents, approvals or notices to be issued under the Contract are only required to be issued by MU and not by any other Affiliate; and (iii) the Supplier shall only be entitled to enforce the terms of the Contract against MU and/or make any claim in relation thereto against MU (and not against any other Affiliate).

14.10 Nothing in the Contract creates a joint venture or relationship of partnership or agency between the parties.

14.11 Clause headings are purely for ease of reference and do not form part of or affect the interpretation of the Contract.

14.12 The Contract contains all the terms agreed by the parties relating to its subject matter and supersedes any prior agreements, understandings or undertakings between them, whether oral or in writing. No representation (unless made fraudulently), undertaking or promise shall be taken to have been given, implied or relied upon from anything said or written in negotiations between the parties prior to the Contract except as set out in the Contract.

14.13 Savers were expressly permitted under the Contract, no variation or amendment to the Contract shall be effective unless in writing signed by authorised representatives of the parties.

14.14 The Contract and all disputes in connection with it are governed by the laws of England and the parties accept the jurisdiction of the English courts, such that any proceedings brought by Supplier shall be brought in the English courts but provided that:

14.14.1 in the Contract will prevent MU or any other Affiliate from taking proceedings against the Supplier in any other court of competent jurisdiction; and

14.14.2 the taking of proceedings by MU or any other Affiliate in any one or more jurisdictions will not preclude the taking of proceedings by MU or any other Affiliate in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.