

MICHELMERSH BRICK UK LIMITED

APPROVED DISTRIBUTORS' TRADING POLICY

This document sets out the trading policy of the Michelmersh Group with regard to approved distributors of Michelmersh Group products.

1. Definitions

Michelmersh Group means: Michelmersh Brick Holdings plc (company number 03462378) and Michelmersh Brick UK Ltd (company number 2527552), whether trading as Blockleys, Carlton, Charnwood, Floren (Belgium), Freshfield Lane, Hathern Terra Cotta or Michelmersh and any other company which from time to time becomes part of the Michelmersh Group.

'we' 'our' 'us' means: any of the companies forming part of the Michelmersh Group.

'Distributors' means: any business who has been accepted by us and registered as an approved distributor.

'Trade Marks' means: any or all of the following: Michelmersh, Blockleys, Carlton, Charnwood, Hathern Terracotta, Floren.be, Freshfield Lane, bimbricks, I-line, Synthesis and any product names used from time to time by any member of the Michelmersh Group.

2. Use of Distributors

- 2.1. We actively encourage and pursue a policy of trading through Distributors and where we deem it to be appropriate we will refer customers wishing to order our products from us to our Distributors to supply our products directly to those customers.
- 2.2. We reserve the right not to trade with any Distributor and to cease trading with any Distributor at any time.
- 2.3. Any business wishing to become an approved distributor should complete the application form set out in Appendix 1 and return the same by post to

Michelmersh Brick UK Ltd at Freshfield Lane, Danehill, Haywards Heath, West Sussex.

- 2.4. Being appointed as one of our Distributors does not create any obligation on our part to refer customers to you for the sale of our products nor to sell our products to you on any special terms or at preferred rates. We reserve the right at our discretion to sell our products directly to any customer or third party at any time and for any price.
- 2.5. If we agree to appoint you as one of our Distributors this will be on a non-exclusive basis. We retain the right to appoint other distributors who may operate in the same geographic location as you.
- 2.6. In some instances we may collaborate with Distributors in jointly negotiating the provision of our products to end-customers - in such circumstances, the price quoted to the end-customer shall always be one set by the Distributor.

3. Sales of Our Products to Distributors

- 3.1. You will be responsible for purchasing all products from us to satisfy any sales that you wish to make to customers as part of your activity as a Distributor of our products.
- 3.2. All orders for the purchase of our products by you shall be made using the Michelmersh Group's Standard Terms & Conditions in force at the date of sale,

the current version of which is available on our website at www.mbhplc.co.uk.

- 3.3. No order placed with us will become a binding contract until we have sent an acknowledgement of order form to you.

4. Prices

- 4.1. Our products will be sold to you at our list price in force on the date of despatch to you of our products. From time to time we may offer prices and discounts for certain products. We are under no obligation to offer all of our Distributors the same or any discount or special price. Any discount or special price offered to you by us does not commit us to sell the same or similar products to you at that price at any other time.
- 4.2. You are at liberty to sell our products to your customers at whatever price and on whatever terms as you think fit, provided it does not exceed our printed list price.
- 4.3. Some end-customers require us to quote directly to them. Where it is not appropriate or convenient for us to supply the products direct ourselves to the end-customer, we shall inform the end-customer that we are referring the potential order to a suitable Distributor and that the Distributor may offer the end-customer a different price. In such circumstances we do not expect the Distributor to sell our products at the prices we have quoted to the end-customer.

5. Distributor's Responsibilities/Obligations

- 5.1. You shall not have any authority to make any representation or give any warranty or make any promises or guarantees about our products without our prior written consent beyond those contained in any promotional literature supplied by us to you.

- 5.2. All sales of our products made by you to a customer, whether that customer was introduced by us to you or not, shall be made on your own terms and conditions of sale.

- 5.3. You are responsible for keeping all stocks of our products which you hold in conditions that are appropriate for their storage, and that are secure and safe.

- 5.4. You will be responsible for obtaining any necessary import licences or permits necessary for the entry of our products into the territory or jurisdiction in which you operate as a Distributor. You will also be responsible for any customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation and delivery of our products to you.

6. Project Registrations

- 6.1. If you wish to register any build projects with us please provide full details of the site details, specifier, customer and project details. No project will be registered by us until we have confirmed registration in writing. We reserve the right to decline to register any project at our total discretion.
- 6.2. Any changes to a project registration must be agreed by us. No changes will be accepted by us unless and until the change has been confirmed by us in writing.
- 6.3. A project registration is valid for a period of threemonths as per the quotation date unless otherwise agreed in writing. Once expired, the registration will become void and removed from the system unless the Distributor notifies us of its current status before expiry.

- 6.4. We reserve the right to contact or write to any specifier, contractor or end user involved in a registered project, as well as the right to pursue and attain our own specification.

7. Trade Marks

- 7.1. Once you have been appointed as one of our Distributors you will be entitled to use the Trade Marks in the promotion, advertisement and sale of our products on a non-exclusive basis. We may revoke this licence at any time by notice in writing.
- 7.2. By agreeing to become one of our Distributors you accept that our products are to be sold by you under the Trade Marks. You will not, without our prior written consent (such consent to be withheld in our entire discretion) alter, deface or remove any reference to the Trade Marks, any reference to us or any other name displayed on our products or their packaging or labelling.
- 7.3. You will not sub-licence, transfer or otherwise deal with the rights of use of the Trade Marks; nor will you do or omit to do anything in your use of Trade Marks that could adversely affect their validity.

8. Complaint Procedure

- 8.1. In the event that a complaint is made to a Distributor by its customers (other than one relating to shortages or damage to products) we will assist the Distributor in dealing with any such complaint quickly and efficiently. If requested we will arrange to attend any site to inspect issues relating to the quality of our products within 48 hours of receiving notification.
- 8.2. We will undertake to assess and communicate the proposed course of

action in accordance with Michelmersh Group's Quality Assurance Procedures.

9. Lost Projects

- 9.1. Commission paid on lost projects will be capped at 10 %.

10. Laws

- 10.1. You will ensure that you comply with:
- 10.1.1. all laws and regulations relating to your activities as a Distributor including, but not limited to, all applicable laws and regulations in respect of data protection and anti-bribery; and
- 10.1.2. with any conditions binding on you in any applicable licences, registrations, permits and approvals, in each case as they may change from time to time.
- 10.2. You will indemnify us against any liabilities that we incur as a result of you breaching any laws or regulations from time to time in force in the territory or jurisdiction in which you operate as a Distributor.
- 10.3. This trading policy and your activities as a Distributor, and any dispute or claim arising out of or in connection with this trading policy or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.
- 10.4. You irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this trading policy and your activities as a Distributor, or the subject matter or formation (including non-contractual disputes or claims) of this trading policy.