

RETAIL CLUB

Terms and Conditions

Booker Limited of Equity House, Irthlingborough Road, Wellingborough, Northants, NN8 1LT trading as Booker.

1. TERMS

This Agreement commences on the above date and continues thereafter, subject to termination in accordance with clause 4.

2. BOOKER'S OBLIGATIONS

2.1 To provide a regular four-weekly Club Promotional Programme, which shall suggest retail sell prices for promotional goods. Booker will ensure that the price at which promotional goods can be purchased by the retailer are at wholesale selling prices enabling the Customer to promote all products and make a margin on sale which is reasonable in all circumstances.

2.2 The programme will be supported with a FREE OF CHARGE promotional POS package (If required)

2.3 Promotional pricing for goods shall be at POINT OF PURCHASE for the Retail Club Customer

3. CUSTOMER OBLIGATIONS

3.1 To support the Retail Club promotions, and where stocked, promote all deals at not more than the promoted selling price.

3.2 To allow Booker representatives access to the store in order to ensure Retailer obligations are being adhered to.

3.3 To remain a registered customer of Booker and comply with any conditions laid down by Booker for its registered customers, as they apply from time to time.

3.4 To comply at all times with the terms of any agreement for the supply of goods on credit.

3.5 To ensure that any cheque presented in payment for goods is at the time of such presentation and for the appropriate time thereafter, supported by sufficient cleared funds in the relevant bank account.

3.6 As a Booker Retail Club Customer, the Customer expressly agrees that:

i Booker shall use Personal Data (as defined in the General Data Protection Regulation 2016) it receives in connection with the Customer to create or update records held by it and all Group Companies (meaning Booker and all of its subsidiaries, holding companies and subsidiaries of its holding companies from time to time) relating to any matter(s), including without limitation to

the purpose of a product, market or statistical analysis, promoting offers, customer satisfaction or competitions and analysing the performance of a product launch; and

ii Additionally, in consideration of the commercial benefits for the Customer that can or may be generated by sharing customer data, the Customer agrees that Booker may from time to time share statistical and analytical information regarding the Customer's business and purchased goods (including Personal Data) with Booker's Group Companies, Booker suppliers and other third parties so that Booker, the third party or supplier (as applicable) may:

(a) carry out data and market analysis, testing, research, statistical analysis and surveys;

(b) process and fulfil the Customer's orders;

(c) measure or understand the effectiveness of Booker's promotions and products, and to deliver relevant advertising and offer better products to Booker's customers;

(d) help Booker to provide the best possible service;

(e) develop or run competitions and offers to Customer (by mail, telephone, email or otherwise);

(f) verify promotions, product ranges and other commercial benefits offered to the Customer via Booker, Booker suppliers and the third parties; and

(g) make the Customer aware of services or products that could enhance the Customer's business.

3.7 The Customer acknowledges that Booker's privacy notice which sets out Booker's policy around the use of personal data in more detail and the safeguards in place. The notice is available at www.booker.co.uk

4. TERMINATION

This Agreement can be terminated by either party with immediate effect by completing the deletion submission part of this agreement on page 2 or by Booker at any time in the event that the Customer is in breach of any of its obligations.