

**PLADIS (UK) LIMITED**  
**2023 TERMS AND CONDITIONS-UK**  
**FOR THE PURCHASE OF GOODS AND/OR SERVICES: ID NUMBER UK01122023**

**1 DEFINITIONS**

1.1 In these Conditions, the following definitions shall apply:

**Agreed Site** the Supplier's factory specified in the Special Terms or as agreed between the parties.

**Background Intellectual Property Rights** means any Intellectual Property Rights, other than Foreground Intellectual Property Rights, that are used in the course of or in connection with the supply of the Goods and/or the provision of the Services (Including any Deliverables).

**Conditions** means these terms and conditions with ID NUMBER UK01122023.

**Confidential Information** means all information concerning the business affairs of either party including, without limitation, all information relating to and included in all processes of manufacture and manufacturing data, business policies, sales and marketing data, recipes, formulae, specifications, software specifications, computer systems and any other confidential information in any media used by or the property of a party save to the extent to which such information shall (other than through unauthorised disclosure) come into the public domain.

**Contract** means a contract to supply Goods and/or Services pursuant to an Order incorporating these Conditions and any relevant Special Terms, created in both cases in accordance with Condition 2.3.

**Control** means the power of a person to secure that the affairs of another are conducted directly or indirectly, in accordance with the wishes of that person whether by means of: in the case of a company, being the beneficial owner of fifty per cent (50%) or more of the issued share capital of or the voting rights in that company; or having the right to appoint or remove a majority of the directors; or otherwise control the votes at board meetings of that company by virtue of any powers conferred by the articles of association, shareholders' agreement or any other document regulating the affairs of that company; and **Controlled** shall be construed accordingly.

**Customer** means pladis.

**Customer Materials** has the meaning set out in Condition 4.2(i).

**Customer Personal Data** means personal data relating to Customer personnel, consumers, customers and suppliers;

**Data Protection Laws** means the Data Protection Act (2018), the General Regulation (Regulation (EU) 2016/679), all national laws in respect of the same, and any other laws and

regulations relating to data protection or the privacy of individuals that are applicable to each party's processing of personal data under a Contract.

**Deliverables** means all documents, products and materials developed by Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts).

**EU** means the countries that are from time to time member states of the European Union.

**Force Majeure Event** means war damage, enemy action, terrorism, riot, civil commotion, rebellion, storm, tempest, flood, nuclear accident or act of God but in all cases shall exclude:

(a) COVID 19 and any directly or indirectly related virus impacting the Supplier, its subcontractors or agents; and/or

(b) any employee relations dispute, strike or industrial action involving the employees of Supplier, its sub-contractors or agents; and/or

(c) any increase in costs incurred (or anticipated) by the Supplier including (without limitation) raw materials, fuel, energy, transportation or fluctuations in foreign exchange.

**Foreground Intellectual Property Rights** any Intellectual Property Rights that arise or are obtained or developed by a party, or by a contractor on a party's behalf, in the course of or in connection with the supply of the Goods and/or the provision of the Services (including any Deliverables).

**Goods** means the goods (including any instalment of the goods or any part of them) as set out or specified in the Order or in any Special Terms.

**Group** means, in relation to any company, that company and every Subsidiary or Holding Company of that company or a Subsidiary or Holding Company of any such Subsidiary or Holding Company from time to time.

**Holding Company** means holding company as defined in Section 1159 Companies Act 2006.

**Incoterms** means the rules for the use of domestic and international trade terms published by the International Chamber of Commerce and known as Incoterms 2020 or any revision or replacement of those rules.

**Intellectual Property Rights** means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade

secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Location** means the address stated in the Order or the Special Terms or such other address as Customer shall notify to Supplier from time to time.

**Non-Conformance** means any event where Supplier fails to meet the obligations of the Contract. A Non-Conformance event shall include rejection of Goods and/or Services by Customer attributable to Supplier's failure, raw material contamination, contamination of Customer production processes and or distribution chain, Supplier's failure to deliver on an agreed date and/or time, and/or failure to deliver agreed quantity, obstructed vehicle loads, consumer complaints attributable to Supplier, failure to book a delivery time slot and/or poor performance of Goods and/or Services supplied.

**Order** means an order from Customer to Supplier for the supply of Goods and/or Services in such form as Customer may determine from time to time.

**Payment Terms** means one hundred and twenty (120) days from the date of invoice for direct Goods and/or Services and seventy five (75) days from the date of invoice for indirect Goods and/or Services, where an invoice is raised in accordance with these Conditions or as may be agreed by the parties in writing. If an invoice has been raised in compliance with Condition 8, Customer will select the invoice to be included on the next payment run, which is:

(a) For domestic payments in GBP, on the first Monday after the payment becomes due and will be cleared funds in the bank account of the Supplier's by the following Wednesday after the payment run.

(b) For non-GBP payments or international transfers, the first Tuesday after the payment becomes due and will be cleared funds in the bank account of the Supplier by the following Monday after the payment run.

Payments are made by electronic bank transfer to be deposited in Supplier's nominated bank account.

**Plastic Packaging Tax** means a tax charged on plastic in accordance with the Finance Act 2021 and related secondary legislation.

**Price** means the price to be charged to Customer for the Goods and/or Services, as set out in the Order or in any Special Terms.

**personal data, process/processing, data controller, data subject and supervisory authority** shall have the same meanings as in the Regulation.

**pladis** means pladis (UK) Limited, a company registered in England with company registration number 2506007 and having its registered office at Building 3, Chiswick Park, 566 Chiswick High Road, Chiswick, London W4 5YA.

**Self-billed Invoice** has the meaning given to it in Condition 6.2(c).

**Services** means the work and/or services as set out or specified in the Order or in any Special Terms.

**Service Levels** means any service levels, if any, as set out or specified in the Order or the Special Terms.

**Special Terms** means any special terms and conditions which are agreed in writing between Customer and Supplier and which shall apply to a particular order or orders for Goods and/or Services in addition to these Conditions.

**Subsidiary** means subsidiary as defined in Section 1159 Companies Act 2006.

**Supplier** has the meaning set out in the Special Terms or the Order.

**VAT** means value added tax charged in accordance with the Value Added Taxes Act 1994 and related secondary legislation.

1.2 The headings to these Conditions are inserted for convenience only and shall not affect the construction of these Conditions.

1.3 Words imparting the singular shall include the plural and vice versa. Words imparting a gender include every gender and references to persons include an individual, company, corporation, firm or partnership.

1.4 The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

1.5 References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

1.6 In the event of a conflict between the Contract, these Conditions and any Special Terms the following order of precedence shall apply:

- (a) the Contract; then
- (b) any Special Terms; and then
- (c) these Conditions.

## 2 **BASIS OF PURCHASE**

2.1 Supplier shall sell and Customer shall purchase the Goods and/or Services as may be ordered by Customer in an Order placed by

Customer on Supplier from time to time in accordance with these Conditions.

2.2 Customer may from time to time provide Supplier with non-binding indicative forecasts of the possible quantities of Goods and/or Services which Customer might require to be provided under the Contract. For the avoidance of doubt, such forecasts shall not constitute an Order and shall not commit Customer to purchasing such quantities of Goods and/or Services.

2.3 Where an Order is placed by Customer in accordance with any Special Terms, each such Order shall be binding on Supplier and Customer and shall create a contract between Customer and Supplier to provide the Goods and/or Services set out in the Order at the Price. Otherwise, where an Order is placed by the Customer such Order shall be deemed to be accepted by Supplier on the earlier of:

- (a) Supplier issuing written acceptance of the Order; or
- (b) any act by Supplier consistent with fulfilling the Order,

at which point and on which date a contract shall come into existence.

2.4 These Conditions and any Special Terms shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to Customer or subject to which the Order is accepted or purported to be accepted by Supplier. These Conditions and any Special Terms override all terms and conditions which Supplier may at any time attach or seek to apply to the supply of Goods and/or Services (notwithstanding any contrary terms in Supplier's terms and conditions).

2.5 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

2.6 No addition to or variation to these Conditions, any Special Terms, or the Contract shall be made (or if made shall not be valid) unless expressly agreed in writing by Customer and Supplier.

2.7 Supplier shall continuously seek to improve the Goods and/or Services and to find more cost effective solutions for Customer's requirements in relation to the Goods and/or Services. Supplier commits to ensure the productivity savings from year to year during the Contract term. The parties shall work together to devise productivity improvement proposals. Supplier shall provide Customer with at least five (5) significant productivity savings proposals each year. The Supplier will provide Customer with annual reports on the productivity savings. Any recommendations in relation to such proposed improvements shall not vary in any way the specification for Goods and/or Services under the Contract or any Special Terms without the prior written

approval of Customer (which it may in its discretion withhold).

### 3 SUPPLY OF GOODS

3.1 In supplying the Goods, Supplier shall ensure that:

- (a) at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods and that the Goods comply with all applicable laws, regulations, standards and codes of practice (whether voluntary or mandatory);
- (b) where applicable it shall comply with all Customer policies and/or codes of practice, including without limitation, the pladis Code of Conduct, the pladis Human Rights Policy and the pladis No deforestation, no peat, no exploitation (NDPE) Policy, as are in force and are communicated to Supplier from time to time;
- (c) all foodstuffs to be used in the preparation of Goods ordered under the Contract shall conform in every respect with the requirements of all legislation relating to foodstuffs for the time being in force together with all applicable codes of practice issued by Customer from time to time;
- (d) the Goods will not be unsafe, injurious to health or, where applicable, unfit for human consumption;
- (e) the Goods will be of satisfactory quality and fit for any purpose held out by Supplier or made known to Supplier at the time the Order is placed;
- (f) the Goods will be free from all defects including latent defects in design, material and workmanship; and
- (g) the Goods will correspond strictly with any relevant specification or sample or requirements of Customer.

3.2 The Goods shall be produced, packaged and stored at the Agreed Site. Any production and/or supply other than at the Agreed Site must be accepted in advance in writing by the Customer. Such acceptance will only be given once the Customer and its representatives have been able to carry out an audit of the proposed new Supplier site and the proposed new Supplier site, has passed such audit to the reasonable satisfaction of Customer.

3.3 Supplier shall permit Customer and its representatives at any reasonable time to inspect, audit and test the Goods during manufacture, processing or storage at the Agreed Site or any third party prior to despatch, and Supplier shall provide Customer with all

facilities reasonably required for such inspection and testing.

3.4 If, as a result of any inspection or testing, Customer is not satisfied that the Goods comply or will comply in all respects with the Contract and the relevant specification or sample, and Customer so informs Supplier within fourteen (14) days of inspection or testing, (or if the Goods are stored for a period of time, or tested or inspected after receipt by Customer, within fourteen (14) days of such Goods being inspected before use) Supplier shall take such steps as are necessary to ensure compliance without any additional cost to Customer.

3.5 Notwithstanding any such inspection or testing, Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect Supplier's obligations under the Contract, and Customer shall have the right to conduct further inspections and tests after Supplier has carried out any remedial actions.

3.6 Supplier shall not change its Agreed Site, facilities or its production processes for the Goods unless it has obtained Customer's prior written consent. In the event that Supplier changes its Agreed Site, facilities or its production processes, without the prior written consent of Customer and such changes result in a breach of any obligations under the Contract and/or the possibility or increased possibility of the Goods being subject to cross contamination by allergens used in the production or storage of other products or raw materials manufactured or stored at the Agreed Site, then, if as a result of the change any Goods are the subject of a product recall, Supplier shall pay or reimburse Customer on demand all costs and expenses resulting from such recall.

3.7 At any time and in particular, following a visit from the Health & Safety Executive, Trading Standards, Food Standards Agency or any other comparable Competent Authorities, Customer must be immediately informed in writing of any issues raised which may impact on the Goods quality or the continuity of supply of the Goods in accordance with the terms of the Contract.

#### 4 SUPPLY OF SERVICES

4.1 Supplier shall provide the Services to Customer in accordance with the Contract and, in particular, the Service Levels (if any).

4.2 In providing the Services, Supplier shall:

- (a) co-operate with Customer in all matters relating to the Services, and comply with Customer's instructions;
- (b) act diligently and in an efficient and commercial manner with the degree of skill and care to be expected of a first class supplier experienced in providing similar services to the Services and in accordance with good

industry practice and all applicable codes of practice;

- (c) use sufficient employees, and with Customer's written consent, agents, representatives and sub-contractors, with appropriate experience and qualifications to ensure satisfactory and professional provision of Services to Customer;
- (d) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (e) use good quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Customer, will be free from defects in workmanship, installation and design;
- (f) obtain and at all times maintain all necessary licences and consents, and ensure that the Services comply with all applicable laws, regulations standards and code of practice (whether voluntary or mandatory);
- (g) ensure that the Services correspond with any relevant specification, sample or requirements of Customer;
- (h) observe all health and safety rules and regulations and any other security requirements that apply at any of Customer's premises;
- (i) hold all materials, equipment and tools, drawings, specifications and data supplied by Customer to Supplier ("Customer Materials") in safe custody at its own risk;
- (j) maintain Customer Materials in good condition until returned to Customer, and not dispose or use Customer Materials other than for the performance of the Services and in accordance with Customer's written instructions or authorisation;
- (k) not do or omit to do anything which may cause Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and Supplier acknowledges that Customer may rely or act on the Services; and
- (l) where applicable comply with all Customer policies and/or codes of practice, including without limitation, the pladis Code of Conduct, the pladis Human Rights Policy and the pladis No deforestation, no peat, no exploitation (NDPE) Policy, as are in force and are communicated to Supplier from time to time.

4.3 To the extent that either party, acting as a Data Controller, discloses Personal Data to the other party, who will also be a Data Controller in relation to such Personal Data upon receipt ("Commonly-Controlled Personal Data"), each party agrees that:

(a) it shall process the Commonly-Controlled Personal Data in compliance with its obligations as a Data Controller under Data Protection Laws;

(b) it shall not by its act or omission cause the other party to breach its own obligations as a Data Controller under the Data Protection Laws in relation to the Commonly-Controlled Personal Data; and

(c) assist the other party with the fulfilment of its obligations under the Data Protection Laws.

4.4 Where any part of the Services involve the processing of Customer Personal Data by Supplier acting as a Data Processor on behalf of Customer acting as a Data Controller, Supplier shall, and procure that the its staff shall:

(a) process Customer Personal Data only for the purposes of carrying out the Services or as otherwise instructed by Customer in writing unless prohibited from doing so by a European Union, Member State or United Kingdom law to which the Supplier is subject. In such case the Supplier will inform the Customer of that legal requirement before processing unless the law requiring such processing prohibits the Supplier from notifying Customer;

(b) assist Customer with the fulfilment of the Customer's obligations under the Data Protection Laws;

(c) take all reasonable steps to ensure the reliability of its staff who have access to Customer Personal Data and ensure that access is limited to such authorised staff only who require access to it for the purpose of complying with the obligations under the Contract and who will maintain the security, and are bound by obligations of confidentiality in respect of the Customer Personal Data;

(d) implement and maintain appropriate technical and organisational security measures to prevent unauthorised and unlawful processing of or accidental loss, destruction or damage, alteration or disclosure to Customer Personal Data and, in particular, where the processing involves the transmission of data over a network, against all other unlawful forms of processing and acknowledges that the security

measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing and accidental loss, destruction, damage, alteration or disclosure to the Customer Personal Data and having regard to the Customer Personal Data which is to be protected;

(e) promptly notify Customer about:

(i) any actual or suspected security breach, unauthorised access, misappropriation, loss, damage or other compromise of the security, confidentiality, or integrity of Customer Personal Data processed by Supplier;

(ii) any complaint, communication or request received directly by Supplier from a data subject or a supervisory authority pertaining to the Company Personal Data, without responding to that request unless it has been otherwise authorised to do so by Customer;

(f) make available to the Customer all information necessary to demonstrate compliance with the Data Protection Laws, and allow for and contribute to audits, including inspections and information requests, conducted by the Customer or an auditor mandated by the Customer;

(g) not subcontract any of its processing operations unless expressly authorised in writing to do so by the Customer. Where Customer authorises in writing Supplier to subcontract any of its processing operations, Supplier will do so through a contract containing the same data protection obligations as those contained in the Contract. Supplier will remain fully liable for the failure of the subcontractor to fulfil its data protection obligations;

(h) not export Customer Personal Data that is processed within UK outside UK (either directly or via onward transfer) without the prior written permission of the Customer unless such export is made to a jurisdiction that the UK Information Commissioner's Office has found to offer an adequate level of protection for personal data transferred to it from the UK;

(i) where Supplier has obtained Customer's written permission in accordance with Condition 4.3(h) Supplier shall ensure that any processing (including, without limitation storage) or transfers of Customer Personal Data to any third country that cannot ensure an adequate level of

protection are made in compliance with the applicable requirements of the Data Protection Laws concerning international and onward data transfers and any rules and regulations based upon the Data Protection Laws and shall co-operate with Customer and take all necessary steps to ensure compliance with the same. Customer shall be entitled, at no cost to itself, to suspend, or require Supplier to suspend, any transfers of Customer Personal Data which do not comply with the provisions of Condition 4.3 (i);

(j) process Customer Personal Data for no longer than necessary for the purpose of performing its obligations under the Contract;

(k) return (or at the Customer's written request, to destroy) all Customer Personal Data in Supplier's possession upon termination of Supplier's Services;

(l) indemnify and keep indemnified Customer against all costs, claims, losses, damages and expenses (including reasonable legal expenses) arising out of, or in connection with, any breach of this Condition 4.4 by Supplier, any authorised sub-contractors and/or its representatives; and

(m) Breach of this Condition 4.4, shall be deemed a material breach under Condition 16.1.

## **5 PRICE OF THE GOODS AND/OR SERVICES**

5.1 Except to the extent that 5.2 applies, prices shall be:

- (a) exclusive of any applicable VAT (which shall be payable by Customer subject to receipt of a valid VAT invoice or Self-Billed Invoice); and
- (b) where delivered by Supplier to the Location, inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery to the Location and any duties, imposts or levies other than VAT.

5.2 Where goods are delivered by the Supplier under a DDP Incoterms contract, the Supplier's price will be inclusive of import VAT and all charges for packaging, packing, shipping, carriage, insurance and delivery to the Location and any duties, imposts or levies

5.3 Supplier shall only be entitled to charge for expenses where this right has been specifically agreed in writing in advance by Customer.

## **6 SELF-BILLING**

6.1 Customer's preferred method of recording transactions with Suppliers is self-billing (also known as Evaluated Receipt Settlement ("ERS")). Under an approved self-billing arrangement, the VAT invoice is generated by Customer in respect of the Services and/or Goods supplied by Supplier.

6.2 In the event that the parties agree to self-billing under such an arrangement Customer must:

- (a) keep and maintain an up-to-date list showing the names, addresses and VAT registration numbers of all its suppliers, including Supplier, covered by the self-billing arrangement;
- (b) provide an up-to-date list on request of HMRC;
- (c) generate a self-billed VAT invoice ("Self-billed Invoice") for each purchase, showing Supplier's name, address and VAT registration number, together with all other details required for a valid VAT invoice; and
- (d) clearly mark each Self-billed Invoice with the statement "The VAT shown is Supplier's output tax due to Customs and Excise".

6.3 Customer shall investigate all queries in relation to self-billing that are raised by Supplier within three (3) months of the date of supply of the Goods and/or Services and shall provide a response within thirty (30) days of the query being raised.

6.4 Supplier shall:

- (a) not raise a VAT invoice in respect of any Goods and/or Services supplied under the terms of a self-billing arrangement;
- (b) provide Customer with its VAT number and any other details required to generate a Self-billed Invoice;
- (c) notify Customer immediately of any changes to its VAT registration number or status; and
- (d) be responsible for regularly reconciling its account with Customer and shall notify Customer, in writing, of all queries within three (3) months of the date of supply. In the event that Supplier fails to raise any queries within three (3) months of the date of supply, Customer shall not be obligated to investigate any claims nor shall it be liable to Supplier for such claims.

## **7 PLASTIC PACKAGING TAX**

7.1 Supplier warrants that it has taken all reasonable steps to ensure that the plastic packaging tax has been accounted for to HM Revenue and Customs ("HMRC") in respect of

any plastic packaging included within any goods supplied to the Customer. Supplier shall indemnify Customer against any action from HMRC for underpayments of plastic packaging in respect of the Goods supplied to Customer, to the extent that any tax was unpaid by Supplier or any business that has supplied goods to Supplier.

## **8 PAYMENT**

8.1 In the event that the parties do not agree to self-billing:

- (a) in respect of Goods, Supplier shall provide a valid VAT invoice to the Customer on or at any time after completion of the delivery of the Goods to be provided under the Contract; and
- (b) in respect of Services, Supplier shall provide a valid VAT invoice to the Customer upon completion of all of the Services to be provided under the Contract,

and each invoice shall include such supporting information required by Customer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

8.2 In consideration of the supply of Goods and/or Services by Supplier, Customer shall pay the invoiced amounts in accordance with the Payment Terms.

8.3 Supplier shall maintain complete and accurate records of the time spent and materials used by Supplier in providing the Services, and Supplier shall allow Customer to inspect such records at all reasonable times on request.

8.4 Subject to the provisions of this Condition 8, Supplier may charge Customer interest on any overdue payments at a rate of two per cent (2%) over the Bank of America's base rate from time to time calculated on a daily basis. The parties agree that the interest on overdue payments set out in this Condition 8 constitutes a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

8.5 The interest set out in Condition 8.4 above will be chargeable by Supplier provided Supplier gives Customer written notice that payment is overdue. The interest will be payable by Customer if Customer does not remedy the late payment within fourteen (14) days of receipt of such notice.

8.6 Interest on overdue payment will not accrue if the parties are in dispute over the overdue payment.

## **9 DELIVERY**

9.1 Supplier shall ensure that:

- (a) the Goods are properly packaged and secured against damage,

contamination and deterioration so as to reach the Location in good condition under normal transport conditions;

- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number, the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

- (c) if Supplier requires Customer to return any packaging material for the Goods to Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to Supplier at the cost of Supplier.

9.2 The Goods or Services shall be provided by the date and times and at the Location strictly in accordance with the relevant Order and agreed Incoterms or as otherwise agreed in writing by Customer.

9.3 Time shall be of the essence with regards to dates specified by Customer for the delivery of Goods and/or performance of Services.

9.4 In addition to any right Customer may have under the Contract, Customer shall be entitled to postpone the date of delivery for whatever period Customer thinks fit, provided Customer pays such of Supplier's additional charges as Customer in its reasonable discretion thinks fit in the circumstances.

9.5 Supplier shall not deliver the Goods in instalments without Customer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Customer to the remedies set out in Conditions 14.1 and 14.2.

## **10 TITLE AND RISK**

10.1 Unless 10.2 applies, title to and risk in the Goods shall remain with Supplier who shall insure the same against all risks which can reasonably be contemplated until the Goods are delivered to the Location and accepted by Customer when title and risk shall then pass to Customer but without prejudice to any right of rejection which may accrue to Customer under the Contract or at law.

10.2 Where Goods are to be imported, title shall pass to Customer immediately before the Goods arrive in the territory of the United Kingdom but without prejudice to any right of rejection which may accrue to Customer under the Contract or at law. The point at which risk passes, will be determined by the Incoterms agreed between the parties.

10.3 If the Goods are subsequently rejected by Customer for any reason (and whether or not Customer is entitled to do so in accordance with the terms herein) title and risk in the Goods shall immediately revert to Supplier.

## **11 CUSTOMS CLEARANCE AND CUSTOMS DUTY**

11.1 Where Supplier arranges the import and customs clearance of the Goods on import into the United Kingdom and Customer is the nominated importer of record, Supplier shall ensure that:

(a) The correct information is provided on the customs entry to HMRC, including details of the Goods, commodity code, value and origin.

(b) Where Supplier is in any doubt about the commodity code to be used for the Goods in question, the Supplier shall notify Customer for confirmation as to the correct code to be used. Where Customer is unable to confirm the correct commodity code, Customer shall seek to obtain a binding tariff ruling from the appropriate customs authority and on receipt will inform the Supplier of the commodity code to be used. Confirmation of the commodity code must be received by Supplier before the Supplier imports the first consignment of the Goods into the United Kingdom.

(c) Copies of all transport documents and customs entries, together with any required certified original copies of origin certificates (including where appropriate preferential origin certificates) are to be provided to Customer by Supplier.

11.2 Where 11.1 applies and the Goods are to be imported at a duty rate below the UK standard rate of duty, Supplier shall, prior to the first importation, provide Customer with confirmation, in a separate side letter of the following:

(a) Specification of the Goods sufficient to confirm the commodity code;

(b) An explanation of the preferential rules that apply to the Goods in question, with reference to the relevant trading agreement between Suppliers' territory and the UK; and

(c) Confirmation that both the components and production process for the Goods fall within the preference criteria as established under 11.2(b) above.

11.3 Where 11.2(c) applies, Customer shall confirm in writing whether it agrees, based on the information provided by Supplier, that the

preferential rules of origin for the Goods have been met and the reduced rate of duty claimed.

11.4 Where Customer is directly responsible for the customs clearance of the Goods into the United Kingdom, Supplier shall provide such assistance as is required by Customer to confirm:

(a) The appropriate commodity code; and

(b) The origin of the Goods including confirmation as to whether the Goods meet the preferential rules of origin as defined in trade agreements between the Customer's territory and the Supplier's territory. Such confirmation to include, where requested, a letter from Supplier confirming that the goods meet the preferential rules.

## **12 ANTI-SLAVERY AND HUMAN TRAFFICKING**

12.1 Supplier shall be a member of the SEDEX Supplier Ethical Data Exchange for the term of the Contract or during the continuation of any Special Terms.

12.2 Supplier shall:

(a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015, the International Bill of Human Rights (consisting of the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights and the International Covenant on Economic, Social and Cultural Rights), the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work, and the UN Guiding Principles on Business and Human Rights;

(b) have and maintain throughout the term of the Contract and/or Special Terms its own policies and procedures to ensure its compliance;

(c) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and

(d) include in its contracts with its sub-contractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Condition 12.



12.3 Supplier represents and warrants that:

(a) its responses to the Customer's slavery and human trafficking due diligence questionnaire are complete and accurate; and

(b) Neither Supplier nor any of its officers, employees or other persons associated with it:

(i) has been convicted of any offence involving slavery and human trafficking ; and

(ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

12.4 Supplier shall implement due diligence procedures for its sub-contractors, suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

12.5 Supplier shall notify the Customer as soon as it becomes aware of:

(a) any breach, or potential breach of the Modern Slavery Act 2015 and/or its own policies; or

(b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Contract and/or Special Terms.

12.6 Supplier shall prepare and deliver to Customer by 31 December each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

12.7 Supplier shall:

(a) maintain a complete set of records to trace the supply chain of all Goods and/or Services provided to the Customer in connection with the Contract and/or Special Terms;

(b) permit the Customer and its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this Condition 12, to have access to and take copies of Supplier's records and any other information and to meet with Supplier's personnel to audit Supplier's compliance with its obligations under this condition; and

(c) implement annual audits of its compliance and its sub-

contractors' and suppliers' compliance with the Modern Slavery Act 2015 and its own anti-slavery policies, either directly or through a third party auditor.

12.8 Supplier shall implement a system of training for its employees, suppliers and sub-contractors to ensure compliance with the Modern Slavery Act 2015 and/or its own anti-slavery policies.

12.9 Supplier shall keep a record of all training offered and completed by its employees, suppliers, sub-contractors to ensure compliance with the Modern Slavery Act 2015 and/or its own anti-slavery policies and shall make a copy of the record available to the Customer on request.

12.10 Supplier shall indemnify Customer against any losses, liabilities, damages, costs (including, but not limited to, reasonable legal fees) and expenses incurred by, or awarded against, Customer as a result of any breach of the Modern Slavery Act 2015 and/or its own anti-slavery policies.

12.11 Breach of this Condition 12 shall be deemed a material breach under Condition 14.1.

12.12 Supplier represents, warrants and undertakes that it conducts its business in a manner that is consistent with the Modern Slavery Act 2015 and/or its own anti-slavery policies.

### **13 ANTI-FACILITATION OF TAX EVASION**

13.1 Supplier shall:

(a) 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

(ii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;

(b) comply with Customer's Code of Conduct and Anti-Bribery policies as may be amended from time to time;

(c) have and maintain in place through the term of the Contract and/or Special Terms such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of Supplier) and to ensure compliance with condition 13.1(a);

(d) promptly report to 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 the Contract and/or Special Terms.

(e) within three months of the date of the Contract and/or Special Terms, and annually thereafter, certify to Customer in writing signed by an officer of Supplier, compliance with this Condition 13 by the Supplier and all persons associated with it under condition 13.2. Supplier shall provide such supporting evidence of compliance as Customer may reasonably request.

13.2 Supplier shall ensure that any person associated with Supplier who is supplying goods and/or performing services does so only on the basis of terms equivalent to those imposed on Supplier in the Contract. Supplier shall be responsible for the observance and performance by such persons of their obligations under the Contract, and shall be directly liable to Customer for any breach by such persons.

13.3 Breach of this Condition 11, shall be deemed a material breach under Condition 16.1.

13.4 For the purposes of Condition 13, the meaning of reasonable prevent procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with Supplier includes, but is not limited to, any sub-contractor of Supplier.

## 14 LIABILITY

14.1 If Supplier fails to deliver the Goods and/or perform the Services by the applicable date, Customer shall be entitled at its discretion and without prejudice to any other remedy:

- (a) to terminate the Contract with immediate effect and to arrange an alternative source of goods and/or services;
- (b) to recover from Supplier any costs incurred by Customer in obtaining the substitute goods or services from a third party;
- (c) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which Supplier attempts to make; and/or
- (d) where Customer has paid in advance for Services that have not been provided by Supplier and/or Goods which have not been delivered by Supplier, to have any such sums refunded by Supplier.

14.2 If any Goods and/or Services do not conform to the Contract, Customer shall be entitled at its discretion and without prejudice to any other remedy:

- (a) to reject the Goods in whole or in part whether or not title has passed and to return them to Supplier at Supplier's

own risk and expense;

- (b) to terminate the Contract with immediate effect and to arrange an alternative source of goods and/or services;
- (c) to recover from Supplier any expenditure incurred by Customer in obtaining substitute goods and/or services from a third party;
- (d) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which Supplier attempts to make;
- (e) to require Supplier at its cost to replace or repair the Goods or re-perform the Services so that they conform to the Contract; and/or
- (f) to carry out or have carried out at Supplier's expense such work as is necessary to enable the Goods and/or Services to conform to the Contract.

14.3 Supplier shall notify Customer immediately in writing on becoming aware that it is or may be subject to any obligation under law or regulation (or if it has decided) to:

- (a) withdraw the Goods from the market;
- (b) inform the competent authorities of any matter related to the safety of the Goods;
- (c) issue any notification to consumers about the Goods, their manner of use or their withdrawal from the market; or
- (d) recall any Goods already sold.

14.4 If the Goods do not conform to the Contract such that they are potentially injurious to health or materially outside of specification or if Supplier notifies Customer in accordance with Condition 14.3 above, Customer may at its sole discretion (and at Supplier's cost) and without prejudice to its other rights and remedies:

- (a) recall any Goods or any other products into which the Goods have been incorporated or sold by Customer to its customers (whether by refund, credit or replacement); and/or
- (b) issue any notification reasonably necessary (whether in writing or otherwise to its customers) about the manner, use or operation of any Goods or any other products into which the Goods have been incorporated already and sold by Customer to its customers.

14.5 If Customer implements a product recall in accordance with Condition 14.4 above, Supplier must within four (4) hours of being notified by Customer of the product recall provide Customer with all batch records and

product information pertaining to the Goods or products to be recalled and any other information that Customer reasonably requests in order for it to manage the product recall effectively.

14.6 Nothing in the Contract excludes or limits either party's liability for:

- (a) death or personal injury caused by Supplier's negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability which cannot legally be excluded or limited.

Nothing in the Contract excludes or limits Supplier's liability for the indemnities set out at Conditions 4.3, 4.4, 12, 13, 14, and 17 .

14.7 Subject to Condition 14.6 above, neither party is liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with the Contract for any indirect, special or consequential loss or damage, howsoever arising.

## **15 INDEMNITY AND LIQUIDATED DAMAGES**

15.1 Supplier shall indemnify Customer in full against all liability, losses, damages, costs and expenses (whether direct or indirect) (including any interest, fines, legal and other professional fees and expenses) awarded against or incurred or paid by Customer as a result of or in connection with any of the following:

- (a) any claim that the Goods and/or Services infringe, or their importation, use or resale infringes, any Intellectual Property Rights of any other person;
- (b) any claim made against Customer by a third party for death, personal injury or damage to property arising out of or in connection with defects in the Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of Supplier, its employees or sub-contractors;
- (c) any product recall which Customer implements in accordance with Condition 14 above or any failure of Supplier to comply with Conditions 14.3 and/or 14.5 above.

15.2 In the event of Non-Conformance, Customer shall be entitled (at its sole discretion and without prejudice to any other remedy available to Customer under the Contract or otherwise (including its right to enforce the indemnities in Condition 15.1, terminate the Contract and/or claim for damages)) to demand payment from Supplier of the liquidated damages set out in its rates published from time to time for Non-Conformance.

## **16 TERMINATION**

16.1 Either party shall be entitled to terminate the Contract with immediate effect and without liability to the other party, if at any time:

- (a) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of the other party;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of the other party;
- (d) the other party (being an individual) is the subject of a bankruptcy petition order;
- (e) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;
- (f) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (g) a floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

- (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Conditions 16.1(a)-(h) (inclusive);
- (j) the other party suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business;
- (k) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation;
- (l) the other party commits a material breach of the Contract (including in the case of Supplier, a material breach of the Service Levels) and in the circumstances where such breach can be remedied fails to remedy the breach within fourteen (14) days of written notice to do so;

16.2 Customer shall be entitled to terminate the Contract with immediate effect and without liability to Supplier, if at any time:

- (a) Customer or Supplier is subject to a change of Control by reason of either an initial public offer of its shares or a sale of a controlling interest to a third party; or
- (b) Customer ceases to own or have business at all of the Locations or in relation to one Location it may terminate the Contract in relation to that Location only.

16.3 The Customer may terminate a Contract for services at any time and without liability for any resulting losses and expenses by giving not less than 3 months' written notice. The Contract shall terminate in the circumstances set out in any Special Terms.

16.4 On termination of the Contract for any reason (whether in accordance with these Conditions or otherwise):

- (a) Supplier shall promptly return to Customer all Deliverables, whether or not then complete, and return all Customer Materials and Confidential Information and shall certify that it has done so. If Supplier fails to do so then Customer may without limiting its other rights or remedies enter Supplier's premises and take possession of them. Until they have been returned or delivered, Supplier shall be solely responsible for their safe keeping and will not use them for

any purpose not connected with the Contract;

- (b) Supplier shall, if requested by Customer, co-operate fully with Customer and/or any new supplier of the Goods and/or Services appointed by Customer to ensure a smooth handover;
- (c) the provisions of Conditions 14(Liability), 15 (Indemnity) 16 (Termination) 17 (Personnel), 18 (Intellectual Property), 19 (Data Protection), 21 (Set-Off), 22 (Confidentiality) and any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect.

16.5 The termination of the Contract is without prejudice to the rights of the parties which have accrued prior to termination.

16.6 If, after termination or expiration of the Contract, Supplier continues to provide Goods and/or Services to Customer and the parties have not yet formalised a new contract, the terms and conditions of the Contract will continue to apply to the relationship between the parties.

## 17 PERSONNEL

17.1 Supplier shall be responsible for any emoluments and outgoings (including all wages, bonuses, commissions, holiday entitlement, pension contributions, income tax, national insurance contributions or other statutory payments) in relation to any and all individuals employed or engaged in the provision of the Goods and/or Services from time to time (the "Employees") and will ensure that they are deducted and/or paid to the relevant Employee or authorities. Supplier shall indemnify Customer against all demands, claims, actions, proceedings, damages, payments, losses, costs, expenses or other liabilities (together "Losses") arising out of any claim or assertion that any Employee is or was an employee, servant or worker of Customer by reason of being engaged in the provision of the Goods and/or Services or arising out of any act or omission of Supplier or any of its sub-contractors, employees or agents in relation to any Employee.

17.2 At any time during the continuance of the Contract, Customer may require Supplier to provide to Customer (or any other person nominated by Customer) within fourteen (14) days such information as Customer or its nominee may reasonably require in connection with the employment or engagement of the Employees. This Condition 17.2 is without prejudice to Condition 17.3 below.

17.3 Supplier will procure that there will be no transfer of employment of any of the Employees to Customer or any person who provides services to Customer (a "Future Service Provider") following the termination of the Contract or the termination of the provision of any of the Goods and/or Services by Supplier

(directly or indirectly) and on or prior to any such termination Supplier shall ensure that all Employees are redeployed elsewhere in Supplier's or its sub-contractors' business or dismissed at Supplier's sole expense.

17.4 Supplier shall indemnify Customer (for its benefit and that of any Future Service Provider) and hold Customer harmless against all Losses incurred by Customer and/or any Future Service Provider by virtue of the operation or alleged operation of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or any replacement legislation or local (implementation) legislation in connection with the termination of the Contract or the termination of the provision of any of the Goods or Services by Supplier (directly or indirectly) (including any dismissal or alleged dismissal of any Employee by Customer or a Future Service Provider).

## **18 INTELLECTUAL PROPERTY**

18.1 All Background Intellectual Property Rights are and shall remain the exclusive property of the party owning them (or, where applicable, the third party from whom its right to use the Background Intellectual Property has derived).

18.2 Each party shall grant or procure the grant of all such licences to the other party to use Background Intellectual Property Rights as are necessary to allow the other party to exercise its rights and perform its obligations under the Contract.

18.3 Supplier assigns and shall procure the assignment of any Foreground Intellectual Property Rights that arise in any Goods and/or Services (including any Deliverables) to Customer, with full title guarantee and free from any third party rights. Customer licenses Supplier to use those Foreground Intellectual Property Rights, free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable Supplier to supply the Goods and/or to perform the Services. When the Contract is terminated, this licence will automatically terminate.

18.4 To the extent that Supplier sub-contracts supply of any of the Goods and/or performance of any of the Services, it shall procure that all Foreground Intellectual Property Rights that arise from the work of its sub-contractor shall be assigned to the Supplier absolutely. The provisions of Condition 18.3 shall apply to any Foreground Intellectual Property Rights in the Goods and/or Services (including any Deliverables) assigned to the Supplier under this Condition 18.4.

18.5 Supplier shall obtain waivers of all moral rights in the Goods, including for the avoidance of doubt the Deliverables, or in the Services, to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

18.6 Except as expressly provided in the Contract, no rights or obligations in respect of a party's Intellectual Property Rights are granted to the other party or to be implied from the Contract.

## **19 DATA PROTECTION**

19.1 Supplier shall comply with the obligations set out in Conditions 4.3 and 4.4.

## **20 INSURANCE**

20.1 Supplier shall take out and maintain with a reputable firm of insurers insurance in respect of its obligations and liabilities under the Contract (including but not limited to property damage, product liability, employer's liability and/or professional indemnity insurance where appropriate, and all insurances required by law) providing cover consistent at least with best industry practice of suppliers of goods or services similar to the Goods and Services and in an amount of not less than five million pounds sterling (£5 million) for each and every claim or series of connected claims or if higher, the amount required by law.

20.2 Customer may request evidence of such insurance cover and shall be entitled to examine any relevant policy document.

## **21 SET-OFF**

21.1 Either party ("first party") shall be entitled to deduct from or set-off against any sums the first party owes the other party, any sums the other party owes the first party whether under this Contract or other contracts.

## **22 CONFIDENTIALITY**

22.1 Each party undertakes:

(a) to use all Confidential Information disclosed to, or discovered by, it exclusively in, and for the purpose of the proper provision of Goods and/or Services pursuant to the Contract and for no other purpose whatsoever; and

(b) to maintain confidential all Confidential Information that it may acquire in any manner and, in particular, subject to Condition 22.1(a) above, not to disclose or communicate the Confidential Information to any person without the prior written consent of the other party.

22.2 To secure confidentiality, each party shall:

(a) take or ensure that all reasonable precautions are taken in dealing with the Confidential Information so as to prevent any third party from having access to or from learning of the fact of, or the reason for, the possession of such Confidential Information and shall use all reasonable endeavours to

- prevent disclosure or publication thereof;
- (b) keep separate all Confidential Information and all information generated by the other party based thereon from all other documents and records and shall not make copies save to the extent required to enable it to exercise its rights and perform its obligations pursuant to the Contract;
  - (c) not use, reproduce, transform, or store any of the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside its usual place of business; and
  - (d) allow access to the Confidential Information only to such of its officers or employees who have reasonable need to see and use it to enable it to exercise its rights and perform its obligations and each party shall inform such officers or employees of the confidential nature of the Confidential Information and procure that they shall comply with these obligations.

22.3 Each party reserves all rights in its Confidential Information and no rights or obligations other than those expressly set out are granted or to be implied from this Condition 22.

22.4 These obligations shall continue in force so long as, and to the extent that, a party shall have any knowledge or have in its possession or control anything constituting Confidential Information.

22.5 Upon demand by a party, the other party undertakes forthwith to either return or destroy all documentation, magnetic media and other material in its possession, custody or control incorporating any Confidential Information and to furnish the other party with a certificate certifying that no copies have been made or retained.

22.6 Each party acknowledges that the unauthorised disclosure or use of the Confidential Information could cause irreparable harm and significant injury that may be difficult to ascertain. Each party agrees that the other party shall have the right to seek an immediate injunction concerning any breach of the Contract in addition to any other remedies to which it may be entitled including money damages.

## 23 BRIBERY ACT 2010

23.1 Supplier shall:

- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including, but not limited to, the UK Bribery Act 2010 (“**Relevant Requirements**”);

- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the UK Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) comply with Customer’s anti-corruption requirements as disclosed to Supplier from time to time (“**Relevant Policies**”);
- (d) have and shall maintain in place, throughout the term of the Contract, its own policies and procedures, including adequate procedures under the UK Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and Condition 23.1(c) above, and will enforce them where appropriate;
- (e) promptly report to Customer any request or demand for any undue financial or other advantage of any kind received by Supplier in connection with the performance of the Contract;
- (f) immediately notify Customer (in writing) if a foreign public official becomes an officer or employee of Supplier or acquires a direct or indirect interest in Supplier (and Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the Contract);
- (g) Supplier shall provide such supporting evidence of on-going compliance with this Condition as Customer may reasonably request from time to time.

23.2 Supplier shall ensure that any person associated with Supplier, who is a supplier of goods or services in connection with the Contract, does so only on the basis of terms equivalent to those imposed on Supplier in the Contract. Supplier shall be responsible for the observance and performance by such persons of their obligations under the Contract, and shall be directly liable to Customer for any breach by such persons.

23.3 Breach of this Condition Supplier shall be deemed a material breach under Condition 14.1.

23.4 For the purpose of this Condition, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the UK Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(b) of that Act and section 8 of that Act respectively. For the purposes of this Condition a person associated with Supplier includes, but is not limited to, any subcontractor of Supplier.

## 24 PRESERVATION OF RIGHTS

24.1 All rights which are given to Customer under these Conditions are in addition to any other remedies that Customer has whether at common law or under statute or any other laws applicable hereto and in no way limit those other rights.

## **25 NO AGENCY**

25.1 In performing the Contract, Supplier shall act as an independent contractor and nothing in the Contract shall constitute Customer as the employer, employee, agent, or partner of Supplier or of any of the personnel engaged in the performance of the Services or supply of the Goods. Supplier shall not act as agent for, nor have any authority to bind, Customer in any way. Supplier shall be responsible for all its expenses in connection with the performance of Services and supply of the Goods.

## **26 CE MARK**

26.1 All relevant construction and technical files relating to CE compliance will be promptly supplied to Customer on request.

## **27 FORCE MAJEURE**

27.1 Neither party will be liable to the other for failing to comply with any of its obligations under the Contract if and to the extent that such failure is wholly and directly caused by a Force Majeure Event provided that the party affected shall:

- (a) wherever practicable have in place at all times reasonable contingency plans for such events having regard to the nature of its business and the resources reasonably available to it so as to mitigate the adverse effect of such events; and
- (b) immediately notify the other party of the Force Majeure Event and shall thereafter use all reasonable endeavours to overcome such cause and resume performance of its obligations.

27.2 If Supplier fails to perform any part of the Contract by reason of a Force Majeure Event Customer may at its discretion suspend or cancel the delivery of the Goods and/or the supply of the Services and/or the performance of the Contract without any liability to Supplier for payment.

## **28 ASSIGNMENT AND CUSTOMER - CONTRACTING**

28.1 Subject to Condition 28.2 below, neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

28.2 Customer may, after having given prior written notice to Supplier, assign, transfer or subcontract any or all of its rights and obligations under the Contract to a member of its Group

## **29 NOTICES**

27.1 Any notice required to be given under the Contract shall be in writing and shall be delivered personally, or sent by prepaid first class post or recorded delivery or by commercial courier, by sending to the attention of the Company Secretary to the business address as last notified in writing to the other party. A notice shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to above;
- (b) if sent by prepaid first class post or recorded delivery, on the second business day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

29.2 A notice given under or in connection with the Contract is not valid if sent by email.

## **30 WAIVER AND SEVERANCE**

30.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

30.2 If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

If any invalid, unenforceable or illegal provision under the Contract, these Conditions or any Special Terms would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## **31 RIGHTS OF THIRD PARTIES**

31.1 Subject to Condition 31.2, and unless the Contract expressly states otherwise, a person who is not a party to the Contract (including any employee, officer, agent,

representative or sub-contractor of either party) shall not have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of the Contract without the express prior written agreement of the parties which agreement must refer to this Condition 31.1;

31.2 The Customer may issue Orders and enter into contracts for itself and/on behalf of and for the benefit of other entities within the pladis group of companies from time to time. If the Customer purchases Goods and/or Services for other pladis entities then the Customer may enforce the Contract or a contract on behalf of such pladis entities and the Supplier acknowledges that the Goods and/or Services are provided for their benefit.

### **32 ENTIRE AGREEMENT AND VARIATIONS**

32.1 The Contract, these Conditions and any Special Terms set out the entire agreement and understanding between the parties in relation to their subject matter to the exclusion of all other terms and conditions which Supplier may at any time attach.

32.2 Nothing in this Condition 32 will exclude any liability in respect of misrepresentations made fraudulently.

### **33 LAW**

33.1 The Contract and any dispute or claim arising out of or in connection with the Contract (whether contractual or non-contractual in nature, such as claims in tort, from breach of statute or regulation or otherwise) shall in all respects be governed by and construed in accordance with the laws of England, and each of the parties irrevocably submits to the exclusive jurisdiction of the English Courts.