

TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS

(these "Terms and Conditions")

1. Interpretation

In this Agreement:

1.1. the following terms shall have the following meanings unless the context otherwise requires:

"Agreement": these Terms and Conditions together with the relevant Purchase Order and any document referred to in these Terms and Conditions or the Purchase Order (including the Appendices and any Technical Agreement);

"Business Day": any day other than: (i) a Saturday; (ii) a Sunday; or (iii) a day when the clearing banks in the City of London are not physically open for business;

"Confidential Information": any information in any form or medium obtained by or on behalf of either Party from or on behalf of the other Party in relation to this Agreement which is expressly marked as confidential or which a reasonable person would consider to be confidential, and which may concern the other Party's business, plans, ideas, methodologies, specifications, data, financial condition or clients and whether any of the foregoing information is disclosed or obtained before, on or after the date of this Agreement, together with any reproductions of such information or any part of it;

"Delivery Address": the site where we are based, or such other site as we stipulate in the Purchase Order for delivery of the Goods;

"Fees": the fees payable by us to you for your supply to us of the Goods, as may be set out in the Purchase Order;

"Goods": any goods provided or to be provided to us by you pursuant to this Agreement, as may be set out in the Purchase Order;

"IPR": copyright and related rights, trade marks and service marks, trade names and domain names, rights under licences, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, patents, rights to inventions, rights in designs, rights in computer software, database 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 (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Normal Working Hours": 8.00 am to 2.30 pm on Business Days;

"Party": us or you, and **"Parties"** means both of us and you;

"Private Label Goods": products for which we set out stipulations regarding the composition, design and/or packaging, and/or to which we attach either our brand mark, trade name or other distinguishing feature, or any of our customers brand marks, trade names or other distinguishing features;

"Purchase Order": the written document we provide to you containing specific information relating to the particular goods supplied or to be arranged to be supplied by you to us;

"Regulatory Requirements": such regulatory and legal requirements for the Goods as may be specified in the Purchase Order, or of which we otherwise inform you from time to time;

"Specification": the specification for the Goods, as may be set out in the Purchase Order or otherwise as we provide to you from time to time;

"Technical Agreement": if applicable, the technical agreement for the Goods that may be agreed between the Parties from time to time; and

"you" or "your": the supplier of goods to us under this Agreement, as set out in the Purchase Order;

1.2. references to **"Clauses"** and **"Appendices"** are to clauses and appendices of these Terms and Conditions and references to **"Paragraphs"** are to paragraphs of the relevant Appendix;

1.3. the headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

1.4. a **"person"** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.5. a reference to a Party includes its personal representatives, successors or permitted assigns;

1.6. words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include the other gender and the neutral and references to persons shall include an individual, company, corporation, firm, partnership, trust, association, government or local authority department or other authority or body (whether corporate or unincorporated);

1.7. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.8. any phrase introduced by the terms **"including"**, **"include"**, **"in particular"** or any similar expression, shall be construed as illustrative, shall not limit the sense of the words preceding or following those terms, and shall be deemed to be followed by the words "without limitation" unless the context requires otherwise; and

1.9. a reference to **"writing"** or **"written"** includes in electronic form and similar means of communication.

2. Agreement

2.1. The terms of this Agreement apply to the exclusion of any terms and conditions submitted, proposed or stipulated by you in whatever form and at whatever time. These Terms and Conditions apply to all Goods.

2.2. Save as expressly provided in this Agreement, this Agreement shall operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between us and you preceding the date of this Agreement and in any way relating to the subject matter of this Agreement and to the exclusion of any representations not expressly stated in this Agreement except for any fraudulent misrepresentations or any misrepresentation as to a fundamental matter. Each Party acknowledges that it has not entered into this Agreement based on any representation that is not expressly incorporated into this Agreement.

2.3. This Agreement constitutes the whole agreement and understanding of the Parties as to the subject matter of this Agreement and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to in this Agreement.

2.4. This Agreement shall be legally formed and the Parties shall be legally bound when you agree to supply the Goods in accordance with the terms of the Purchase Order (as may be varied by us in writing). Submission of a Purchase Order by us to you shall be deemed to be an offer by us to purchase or obtain Goods subject to these Terms and Conditions. Your issuing of any written acceptance of the Purchase Order, or you doing any act consistent with fulfilling the Purchase Order, shall constitute unqualified acceptance by you of these Terms and Conditions and the Purchase Order.

2.5. If you provide to us any quotation, order confirmation, sales order or any other document, such document (and any terms and conditions attached or referred to in it) shall be purely for your administrative purposes and shall not form part of this Agreement.

2.6. In the event of a conflict between these Terms and Conditions and the Purchase Order and any documents referred to in these Terms and Conditions or the Purchase Order, then the following order of precedence shall apply:

- 2.6.1. the Purchase Order prevails over
- 2.6.2. these Terms and Conditions, which prevail over
- 2.6.3. any other document.

2.7. Each Purchase Order constitutes a separate agreement. There may be more than one such agreement between the Parties in force at the same time as this Agreement.

3. Our obligations

3.1. We will use our reasonable endeavours to:

- 3.1.1. carry out our obligations under this Agreement in order to enable you to perform your obligations under this Agreement; and
- 3.1.2. in respect of the Delivery Address:
 - 3.1.2.1. prepare the Delivery Address for receipt and provision of the Goods;
 - 3.1.2.2. inform you of any rules and regulations pertaining to the Delivery Address that are relevant to your provision of the Goods and any timings for provision of the Goods; and
 - 3.1.2.3. ensure that our relevant staff and representatives are ready and present at the Delivery Address at any time agreed by us to enable you to perform your obligations under this Agreement.

3.2. We do not warrant that we will make any minimum orders for any Goods over any given period, and you acknowledge that we may use other suppliers to supply any goods from time to time.

4. The Goods

4.1. You shall ensure that, in addition to conforming in all respect to the relevant provisions of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 and with all other statutory and legal requirements:

- 4.1.1. the Goods shall be without fault;
- 4.1.2. the Goods shall not be "defective" within the meaning of the Consumer Protection Act 1987 and shall be safe to use;
- 4.1.3. when used with other products which are reasonably foreseeable that we may make available to our staff and third parties (whether customers or otherwise), the Goods shall not cause those other products to be "defective" within the meaning of the Consumer Protection Act 1987 or unsafe to use;
- 4.1.4. the Goods shall conform in all respects to the Purchase Order and any Specification, and all samples provided or given by you to us, and all written descriptions published by you (whether specifically to us or generally) in respect of the Goods;
- 4.1.5. the Goods shall be capable of any standard of performance as may be specified in this Agreement or otherwise agreed in writing between the Parties;
- 4.1.6. the Goods shall be of good design compared with other designs found in your industry;
- 4.1.7. the Goods shall be of excellent quality, material and workmanship; and
- 4.1.8. the Goods and the intended use of them by us and any anticipated user:

- 4.1.8.1. conform in all respects with all applicable laws, rules, regulations, by-laws and codes of practice;
- 4.1.8.2. do not infringe the privacy rights or IPR of any third party;
- 4.1.8.3. are not defamatory, malicious, abusive, obscene, indecent, discriminatory or harassing;
- 4.1.8.4. could not be reasonably considered by us to be inappropriate; and
- 4.1.8.5. do not contain any material detrimental to us or any anticipated user.

- 4.2. You shall deliver the Goods carriage paid to us to the Delivery Address (and inclusive of all charges for packaging, packing, shipping, insurance, carriage and delivery) by the date specified in the Purchase Order (or otherwise agreed between the Parties). Time for delivery shall be of the essence.
- 4.3. You shall provide to us a statement of origin, commodity code and certificate of conformity/analysis for any Goods on our request.
- 4.4. Unless otherwise stipulated by us, deliveries of Goods will only be accepted in Normal Working Hours. You shall off-load the Goods at the place and in the manner directed by us.
- 4.5. All Goods shall be subject to our testing and inspection. Without prejudice to any rights that we may have (whether under this Agreement, under statute or anything else) in relation to the delivered Goods, we shall not be deemed to have accepted any Goods until after such testing and inspection have been completed to our satisfaction.
- 4.6. You shall package, store and deliver the Goods in the form and manner stipulated in accordance with the Specification and any other instructions provided by us from time to time. You shall securely package the Goods in the package of a type normally used by similar suppliers for the same or similar Goods. We shall not be obliged to return any packaging materials to you.
- 4.7. You shall set out the following information on the outside of every package in such location and format as directed by us from time to time (where applicable for the relevant type of Goods):
 - 4.7.1. Goods description;
 - 4.7.2. quantity in package;
 - 4.7.3. any special direction for storage and opening;
 - 4.7.4. outer barcode;
 - 4.7.5. weight of the relevant carton containing the Goods;
 - 4.7.6. batch number of the Goods;
 - 4.7.7. period after opening/expiry date for the Goods; and
 - 4.7.8. any other information that we may specify from time to time.
- 4.8. You shall not allow any unauthorised people to have access to any Goods or part-made Goods which are being provided to us.
- 4.9. You shall ensure that, at all times before delivery, the Goods being made, or that have been made, are:
 - 4.9.1. segregated adequately from material deemed to be rejected material; and
 - 4.9.2. protected from contamination or infestation.
- 4.10. Unless we agree otherwise in writing, you shall not deliver Goods that are the subject of an Purchase Order by instalments. Where we agree to accept delivery by instalments, failure by you to deliver any one instalment in accordance with this Agreement shall entitle us to treat the whole Agreement as repudiated, at our option.

- 4.11. If the Goods are delivered to us in quantities that exceed the quantities ordered, we shall not be bound to pay for the excess. Any excess shall be and will remain at your risk and will be returnable to you at your risk and expense.
- 4.12. Risk in the Goods shall remain with you and shall pass to us on completion of delivery (including off-loading and stacking).
- 4.13. Without prejudice to any right of rejection which we may be entitled to exercise, equitable and legal title in the Goods shall pass to us upon the earlier of delivery, or payment in full (where payment is in one instalment) or in part (where payment is in more than one instalment). Title to rejected Goods shall revert back to you upon the later of receipt by you of the rejected Goods and full repayment to us of the Fees in respect of those rejected Goods.
- 4.14. You shall ensure that a delivery note accompanies each delivery of the Goods, confirming the date, quantity and type of Goods delivered, and the delivery note should show the batch number(s) and the expiry date(s) if applicable. Order numbers must be included on the delivery note.
- 4.15. Goods must be shipped in master case packs only. Two different items must not be placed in the same carton. Cartons must be:
- 4.15.1. clearly marked with the contents;
 - 4.15.2. palletised at a height not to exceed 1,500 mm (including the pallet base) or as specified;
 - 4.15.3. "Grade A Standard" perimeter based 4-way entry pallets size 1,200 mm x 1,000 mm; and
 - 4.15.4. secured to pallets so as not to shift in transit, by a means such as shrink wrapping or taping.
- Mixed batches must not be packed on the same pallet.
- 4.16. You shall allow us access, on our request, to inspect and test any Goods during manufacture, processing or storage at your premises or those of any permitted third party prior to dispatch, and you shall provide us with all facilities reasonably required for inspection and testing. If, as a result of such inspection or testing, we are not satisfied that the Goods will comply in all respects with this Agreement, and we inform you of the same, you shall take such steps as are necessary to ensure compliance.
- 4.17. You warrant that you operate a suitable quality assurance and control system in respect of all Goods.
- 4.18. You shall comply with all applicable laws, statutes, regulations and bye-laws in relation to the exercise of your rights and performance of your obligations under this Agreement, and comply with any Regulatory Requirements.
- 4.19. Any Private Label Goods shall be dealt with in accordance with Appendix 1.
- 4.20. Any Technical Agreement shall form part of this Agreement.
- 5. Quality**
- 5.1. Without prejudice to any other right or remedy that we may have, if we reasonably believe that any Goods which have been or should have been supplied to us are not or were not supplied in accordance with, or you have not complied in any way with, any of the terms of this Agreement, we may (without prejudice to any other rights or remedies, whether under this Agreement or at law) exercise any one or more of the following remedies at our discretion, whether or not any part of the Goods has been accepted or already received by us:
- 5.1.1. to reject the Goods (in whole or in part, regardless of whether some of the rejected Goods comply with this Agreement) on the basis that a full refund for the rejected Goods shall be paid promptly by you. You shall, at your own expense within seven days from the date of receipt of notice of rejection (or such other period as is agreed in writing between us

- and you), remove the rejected Goods (if applicable). If applicable, if the rejected Goods have not been removed within that period, we may return to you or destroy the rejected Goods at your risk and expense;
- 5.1.2. to rescind this Agreement (in whole or in part);
 - 5.1.3. at our option and at your expense, to give you the opportunity within a given period stipulated by us to remedy any defect in the Goods or to supply or provide replacement Goods and carry out any other necessary work to ensure that the terms of this Agreement are fulfilled;
 - 5.1.4. to refuse to accept any further provision of the Goods (under this Agreement or any agreement) but without any liability of us to you;
 - 5.1.5. to carry out at your expense any work necessary to make the Goods comply with this Agreement;
 - 5.1.6. to recover from you any expenditure reasonably incurred by us in obtaining the Goods or related goods other than from you; and
 - 5.1.7. to claim such losses and damages as may have been sustained in consequence of your breaches of this Agreement (including additional expenditure incurred as a result of us obtaining replacement goods).
- 5.2. Without prejudice to any other right or remedy, whether under this Agreement or at law, we may require the removal from the Delivery Address of any individuals upon our reasonable request.
- 5.3. You shall obtain and maintain in force for the term of this Agreement all licences, permissions, authorisations, consents and permits needed to supply the Goods in accordance with the terms of this Agreement.
- 5.4. You shall indemnify us, and keep us fully indemnified, against all liabilities, demands, claims, proceedings, charges, judgments, fines, costs, expenses, damages and losses (in each of the aforementioned cases including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) which we (or our customer in respect of any Goods) may incur or suffer as a result of:
- 5.4.1. any defective Goods, workmanship, quality or materials; or
 - 5.4.2. any infringement or alleged infringement of any IPR of any nature in any way relating to the use, manufacture or supply of Goods;
 - 5.4.3. any breach of Clause 10 or Clause 11; or
 - 5.4.4. any direct or indirect breach or negligent performance or failure or delay in performance of this Agreement by you or your staff or representatives.
- 6. Insurance**
- 6.1. During the term of this Agreement and for a minimum of seven years after its termination, you shall take out and maintain in full force and effect, at your own expense and cost, insurance operating on a worldwide basis with a well-established insurance company of repute to cover your professional indemnity and public liability liabilities under or in connection with this Agreement with a limit of indemnity of not less than [£1,000,000] for each and every claim.
- 6.2. On request, you must provide us with documentary evidence that the insurance policies you are required to have in place under Clause 6.1 are being maintained.
- 7. Confidentiality**

- 7.1. Each Party shall keep the other Party's Confidential Information confidential and shall not:
- 7.1.1. use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement; or
 - 7.1.2. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement.
- Each Party shall use adequate procedures and security measures to protect the other Party's Confidential Information from inadvertent disclosure or release to unauthorised persons.
- 7.2. A Party may disclose the other Party's Confidential Information to those employees, agents and subcontractors who need to know such Confidential Information provided that:
- 7.2.1. it informs such employees, agents and subcontractors of the confidential nature of the Confidential Information before disclosure; and
 - 7.2.2. it does so subject to obligations equivalent to those set out in this Clause 7.
- 7.3. A Party may disclose the Confidential Information of the other Party to the extent such Confidential information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 7.3, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.
- 7.4. The obligations of confidentiality in this Agreement shall not extend to any matter which either Party can show:
- 7.4.1. is in, or has become part of, the public domain other than as a result of a breach of the confidentiality obligations of this Agreement; or
 - 7.4.2. was independently developed by it; or
 - 7.4.3. was independently disclosed to it by a third party entitled to disclose the same; or
 - 7.4.4. was in its written records prior to receipt.
- 7.5. Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party, or to be implied from this Agreement.
- 7.6. On termination or expiry of this Agreement, each Party shall:
- 7.6.1. return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;
 - 7.6.2. erase all the other Party's Confidential Information from its computer systems (to the extent possible); and
 - 7.6.3. certify in writing to the other Party that it has complied with the requirements of this Clause 7.6, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. This Clause 7 shall continue to apply to any such documents and materials retained by a recipient Party following termination of this Agreement for any reason.

- 7.7. You shall not refer to us or this Agreement, or the fact that we purchase any Goods from you, in any marketing, advertisement or publicity without our prior written consent.
- 7.8. This Clause 7 shall continue to apply after termination or expiry of this Agreement.
- 8. Fees**
- 8.1. In consideration for obtaining the Goods provided by you pursuant to this Agreement, we will pay to you the relevant Fees.
- 8.2. Unless the Purchase Order provides otherwise:
- 8.2.1. you will invoice us for the Fees upon completion of provision of the Goods to our satisfaction;
 - 8.2.2. you shall provide us with a proper invoice for the Fees showing VAT (if applicable) separately, together with details of the Purchase Order reference number and a full description of the Goods to which the invoice relates; and
 - 8.2.3. we shall pay you for all undisputed Fees by the date specified in the Purchase Order or as otherwise agreed between the Parties.
- 8.3. Unless we specifically agree in writing in advance to specific expenses, you will not charge for expenses.
- 8.4. Unless we and you otherwise agree in writing, all sums due to you are inclusive of VAT and of any sales, import and export taxes, customs and duties.
- 8.5. Payment of the Fees shall not constitute a waiver of our rights and remedies.
- 8.6. You will be solely responsible for all taxes, national insurance or other contributions which may be payable out of, or as a result of, the receipt of any Fees or other monies paid or payable in respect of the Goods. You will indemnify us against all costs, claims, expenses or proceedings arising out of or in connection with such payments.
- 8.7. If we fail to make any payment due to you under this Agreement by the due date for payment, and such payment remains outstanding 30 days following your provision of notice to us of such outstanding payment, then we shall pay interest on the overdue amount at the rate of 2% per annum above The Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. We shall pay the interest together with the overdue amount.
- 8.8. You agree that:
- 8.8.1. if at any time you sell any Goods to a comparable customer for less than the Fees then in force for those Goods, you shall reduce the relevant Fees to match the lower price for so long as the lower price is available and refund to us the difference between the Fees and the lower price in respect of our purchases of the Goods after you began charging the lower price. For these purposes, "comparable" means a customer that purchases goods in substantially similar volumes as us on broadly similar terms and conditions; and
 - 8.8.2. we shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase that you customarily grant.
- 8.9. We may set off against all amounts due to you under this Agreement any present or future sums owed by you to us whether arising in connection with this Agreement or otherwise. You will pay any credit balance to us without delay on our request.

9. Termination

- 9.1. This Agreement will commence on the date on which it is entered into and, unless terminated earlier in accordance with the termination provisions under this Agreement, will continue in full force and effect until the latest of:
- 9.1.1. the conclusion of the provision of the Goods in accordance with this Agreement; or
 - 9.1.2. the conclusion of payment of all sums due under this Agreement.
- 9.2. We may terminate this Agreement immediately by notice to you if:
- 9.2.1. you are in material breach of any of your obligations under this Agreement, or any other agreement between us and you, which is incapable of remedy;
 - 9.2.2. you fail to remedy, where capable of remedy, any material breach of any of your obligations under this Agreement, or any other agreement between us and you, after having been required in writing to do so within a period of no less than 10 Business Days;
 - 9.2.3. you are in persistent breach of any of your obligations under this Agreement or any other agreement between us and you;
 - 9.2.4. you breach Clause 7, Clause 10 or Clause 11;
 - 9.2.5. you undergo a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010); or
 - 9.2.6. you give notice to any of your creditors that you have suspended or are about to suspend payment or if you shall be unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986, or an order is made or a resolution is passed for your winding-up or an administration order is made or an administrator is appointed to manage your affairs, business and property or a receiver and/or manager or administrative receiver is appointed in respect of all or any of your assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or administrator or which entitle the court to make a winding-up or bankruptcy order or you take or suffer any similar or analogous action in consequence of debt in any jurisdiction.
- 9.3. Termination or expiry of this Agreement shall be without prejudice to any of our accrued rights or remedies.
- 9.4. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 10. Anti-bribery and corruption**
- 10.1. You shall:
- 10.1.1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, including the Bribery Act 2010 ("**Relevant Requirements**");
 - 10.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 10.1.3. comply with our ethics, anti-bribery and anti-corruption policies as we may provide to you, and update, from time to time ("**Relevant Policies**");
 - 10.1.4. have and maintain in place throughout the term of this Agreement your own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and Clause 10.1.2, and enforce them where appropriate;
- 10.1.5. promptly report to us any request or demand for any undue financial or other advantage of any kind you receive in connection with the performance of this Agreement;
- 10.1.6. immediately notify us if a foreign public official becomes an officer or employee of your business, or acquires a direct or indirect interest in your business, and you warrant that you have no foreign public officials as direct or indirect owners, officers or employees at the date of this Agreement); and
- 10.1.7. within three months of the date of this Agreement, and annually thereafter, certify to us in writing signed by an officer of your business, compliance with this Clause 10 by you and all persons associated with you under Clause 10.2. You shall provide such supporting evidence of compliance as we may reasonably request.
- 10.2. You shall ensure that any person associated with you who is providing goods in connection with this Agreement (in accordance with this Agreement) does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on you in this Clause 10 ("**Relevant Terms**"). You shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to us for any breach by such persons of any of the Relevant Terms.
- 10.3. For the purpose of this Clause 10, 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 Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 10, a person associated with you includes any permitted subcontractor of you.
- 11. Anti-slavery and human trafficking**
- 11.1. In performing your obligations under this Agreement, you shall:
- 11.1.1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including the Modern Slavery Act 2015, and have and maintain throughout the term of this Agreement your own policies and procedures to ensure your compliance;
 - 11.1.2. 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
 - 11.1.3. include in your contracts with your subcontractors and suppliers, anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Clause 11.
- 11.2. You represent and warrant that neither you nor any of your officers, employees or other persons associated with you:
- 11.2.1. have been convicted of any offence involving slavery and human trafficking; and
 - 11.2.2. to the best of your knowledge, have been or are 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.
- 11.3. You shall:
- 11.3.1. implement due diligence procedures for your subcontractors, suppliers and other participants in

- your supply chains, to ensure that there is no slavery or human trafficking in your supply chains;
- 11.3.2. notify us as soon as you become aware of:
- 11.3.2.1. any breach, or potential breach, of this Clause 11; or
- 11.3.2.2. any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement;
- 11.3.3. prepare and deliver to us, once per year by the anniversary of this Agreement during each year of this Agreement, an annual slavery and human trafficking report setting out the steps you have taken to ensure that slavery and human trafficking is not taking place in any of your supply chains or in any part of your business;
- 11.3.4. maintain a complete set of records to trace the supply chain of all Goods;
- 11.3.5. permit us and our third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this Clause 11, to have access to and take copies of your records and any other information and to meet with your personnel to audit your compliance with your obligations in this Clause 11;
- 11.3.6. implement annual audits of your compliance, and your subcontractors' and suppliers' compliance, with this Clause 11;
- 11.3.7. implement a system of training for your employees, suppliers and subcontractors to ensure compliance with this Clause 11; and
- 11.3.8. keep a record of all training offered and completed by your employees, suppliers and subcontractors to ensure compliance with this Clause 11, and make a copy of the record available to us on request.
- 11.4. You represent, warrant and undertake that you conduct your business in a manner that is consistent with this Clause 11.

12. Notices

- 12.1. Any notice given to either Party under or in connection with this Agreement shall be in writing, addressed to the relevant Party at its registered office or such other address as that Party may have specified to the other Party in writing, and shall be delivered personally, sent by pre-paid first-class post, recorded delivery, commercial courier or email (provided that a confirmatory copy is given by hand or sent by pre-paid first-class post, recorded delivery or commercial courier in accordance with Clause 12.1 within one Business Day of transmission).
- 12.2. A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 12.1; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if by email, at the time at which that email has been sent (where the confirmation of sending shall be conclusive evidence of proof that a notice was sent by email).

- 12.3. The provisions of Clauses 12.1 and 12.2 shall not apply to the service of any proceedings or other documents in any legal action.

13. Assignment

- 13.1. You may not assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with, this Agreement or any right, benefit or interest under it, nor transfer, novate or sub-contract any of your obligations under it, without our prior written consent (such consent not to be unreasonably withheld or delayed).
- 13.2. If, with our consent, you subcontract any of your obligations to a subcontractor, you will be, and remain, fully liable for the performance of any subcontractor you appoint.

14. Changes

Subject to Clause 2.4, no change to this Agreement shall be binding unless it is agreed in writing signed by each of us and you.

15. Severance

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

16. Waiver

- 16.1. A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. 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.
- 16.2. Except as expressly provided in this Agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

17. Third party rights

A person who is not a Party shall not have any rights under or in connection with this Agreement.

18. No partnership

Nothing in this Agreement shall constitute a partnership or employment or agency relationship between the Parties.

19. Governing law and jurisdiction

- 19.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.
- 19.2. The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.

Appendix 1- Private-Label Goods

This Appendix is applicable to suppliers of Private Label-Goods, in addition to the Terms and Conditions.

1. Specification

- 1.1. You shall ensure that the Private-Label Goods conform in all respects to the Purchase Order (and any Specification including the composition, design, packaging and labelling outlined by us to you) and shall conform in all respects with all applicable laws, rules, regulations, bye-laws codes of practice, and Regulatory Requirements.
- 1.2. You shall provide to us a detailed breakdown of the quantity and identity of the ingredients and any other information requested by us regarding the composition of the Private-Label Goods, unless restricted from doing so by law or regulatory authority. You shall also provide samples of the product, design or packaging as requested by us, and in any event before delivery.
- 1.3. Modifications to the Specification shall be allowed only after prior written approval by us.

2. Intellectual Property Rights

- 2.1. For the avoidance of doubt, all IPR, or rights that rank on a par with IPR, to the Private Label Goods and any packaging, drawings, images, templates, samples or other materials provided by us to you, or manufactured by you as commissioned by us, belong to us.
- 2.2. You recognise that all current and future IPR relating to the materials referred to in Paragraph 2.1 belong to us. In so far as these rights have not yet vested in us, you shall hereby assign to us (by way of present and future assignment) absolutely with full title guarantee all IPR (whether created, devised, made, designed, invented or supplied before, on or after the date of this Agreement), for the full term of such rights and all renewals and extensions, together with all accrued rights of action. If these rights are not yet assignable, you shall assign them as soon as possible and in the interim you shall grant us an exclusive licence to such rights.
- 2.3. You shall not use materials of any kind made available by us, including our Trade marks (as defined below), for any purpose other than manufacturing the relevant Private-Label Goods for supply to us, shall not make available any such materials to third parties and shall return them promptly to us on request. For the avoidance of doubt, you shall not produce or supply any products bearing any of our IPR for any other person whatsoever (except for other members of our group with our express written consent) and shall not produce or supply to any person any products which infringe any of our IPR, or assist any other person to do so.
- 2.4. For the purpose of this Paragraph 2, "Trade mark" means the trade marks, copyrights, trade names, private labels, symbols, logos, design and design rights owned by us or by one of our customers together with such other trade mark or trade names as we or our group may from time to time register, adopt or use.
- 2.5. You shall not, without our prior written approval, offer for sale, sell or supply Private-Label Goods to third parties under any circumstances, including if the Private-Label Goods do not meet the Specification, are surplus to our requirements or if we have terminated the Agreement relating to these goods. In these circumstances, you shall within 30 days promptly destroy, or, if we so elect, deliver at your expense, to us, or any other person we designate, all units of the Private-Label Goods (including their packaging).

3. Inspection and checks

- 3.1. You shall give us, or our designated representatives, upon reasonable notice, access to production and distribution facilities for inspection of the Private-Label Goods during production, processing and/or storage to ensure that they comply with the Specification and applicable legal stipulations.
- 3.2. We shall be entitled to have checks carried out annually if required, by an independent research institute or other third party accredited body. This inspection shall focus on your production processes and quality assurance management to ensure they meet industry standards and that the Private-Label Goods meet all applicable safety and other relevant requirements. The costs of this inspection shall be notified to you in advance and shall be for the account of you unless otherwise agreed.
- 3.3. If at any time it appears to us, or it is reasonably to be expected, that the Private-Label Goods concerned do not comply with the Specification, or any other provision of the Agreement (including the requirements set out in Clause 4), we shall inform you of this and you shall immediately take all necessary measures to ensure that the Private-Label Goods meet the requirements, without prejudice to our rights under this Agreement or at law.
- 3.4. You shall carry out your own quality control checks and batch monitoring and shall retain your inspection reports for at least seven years (or such other period specified by us) after production, or if longer, the shelf-life of the relevant product, and shall make these available to us on request.
- 3.5. You shall take product samples from every production batch and shall carefully retain these for at least the duration of the period referred to in Paragraph 3.4, and shall make these available to us on request.
- 3.6. You will identify manufacturing locations for the Private-Label Goods, which will be agreed with us, and may not be altered by you without our prior written approval.

4. General

- 4.1. In the event that either Party receives any complaints in respect of the Private-Label Goods or any claims, investigations or enquiries by any enforcement body or authority, it shall promptly notify the other.
- 4.2. If exclusivity is agreed regarding the composition and/or design of the Private-Label Goods, you shall guarantee the exclusivity for the period specified in the Agreement or otherwise agreed in writing. In this respect, you shall not produce for supply to any third party any goods or products with the same or similar composition and/or design as the Private-Label Goods.
- 4.3. You acknowledge that any forecasts or projected sales data provided by us does not constitute a firm commitment by us to order such quantities from you.