

IT IS AGREED as follows:

1 DEFINITIONS

1.1 In these Conditions the following words shall have the following meanings unless the context requires otherwise:

- 1.1.1 **Act** means the Bribery Act 2010;
- 1.1.2 **Adequate Procedures** means adequate procedures, as referred to in section 7(2) of Act, which are sufficient to amount to a defence to an offence under section 7(1) of the Act, taking into consideration any guidance issued by the Secretary of State under section 9 of the Act;
- 1.1.3 **Associated Person** means an associated person in accordance with section 8 of the Act which is, in brief, in relation to a party, a person (including an employee, agent or subsidiary) who performs services for or on behalf of that party;
- 1.1.4 **Applicable Laws** means all laws and regulations applicable to the manufacture of the Goods at the Manufacturing Site for use in the Manufactured Products;
- 1.1.5 **Buyer** means a member of the Adler and Allan group of companies as specified in the Order;
- 1.1.6 **Buyer's Customers** means the Buyer's customers;
- 1.1.7 **Buyer's Personal Data** means all Personal Data processed under the Contract and for which the Buyer or any of its Group Companies is Data Controller, including Personal Data pertaining to its/ their Personnel and the Buyer's Customers, and all other Personal Data disclosed to or otherwise obtained by the Supplier or its agents, affiliates or sub-contractors, by or from the Buyer or its Group Companies in performing the Supplier's obligations under the Contract;
- 1.1.8 **Bribery Policy** means the Buyer's anti-corruption and anti-bribery policy a copy of which has been provided to the Supplier;
- 1.1.9 **Conditions** means these Standard Terms and Conditions for Purchase of Goods and/or Services;
- 1.1.10 **Contract** means any contract between the Buyer and the Supplier for the purchase of Goods and/or Services including the Order and incorporating these Conditions;
- 1.1.11 **Control** means the ability of a person to direct the affairs of another whether by virtue of the ownership of shares, contracts or otherwise;
- 1.1.12 **Confidential Information** means any and all information provided by either party under the Contract that is either: marked as being confidential (or in the case of verbal discussions is later confirmed in writing to be confidential); or would be considered to be confidential by a reasonable person based on the nature of the information and the circumstances of the disclosure, whether or not recorded in writing or otherwise, including any information gained in connection with the Contract, any information connected with the business or finances of a party, including information relating to a party's operations, services, processes, market opportunities, customers, employees, know-how and trade secrets;
- 1.1.13 **Data Breach** has the meaning given to it at Clause 17.3.4 ;
- 1.1.14 **Data Protection Legislation** means the Data Protection Act 2018, the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419), UK GDPR (as defined by s3(10) of the Data Protection Act 1998), the EU Data Protection Directive 95/46/EC, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and Regulation (EU) 2016/679 known as the EU General Data Protection Regulation (GDPR), as each of the foregoing may be amended, replaced or re-enacted from time to time and all applicable laws and regulations relating to the processing of personal data and privacy including where applicable the guidance and codes of practice issued by the ICO or other relevant supervisory authority and the equivalent of any of the foregoing in any relevant jurisdiction (whether mandatory or not). Terms defined in GDPR shall have the meaning given in GDPR;
- 1.1.15 **Delivery Address** means such site to which the Goods are to be delivered and/or at which the Services are to be provided as notified in writing by the Buyer to the Supplier;
- 1.1.16 **Delivery Date** means the date on which any and all Goods are to be delivered and/or the Services are to be performed under the Contract as set out in the Order;
- 1.1.17 **Goods** means any goods to be supplied to the Buyer by the Supplier in accordance with the Order;
- 1.1.18 **Good Industry Practice** means that degree of skill, diligence, prudence and foresight which, as at the relevant time, would reasonably and ordinarily be expected from a skilled experienced and reputable provider of goods and/or services which are the same as or similar to the relevant Goods and/or Services required under the Contract under the same or similar circumstances, using the best techniques and practices for any given process, seeking in good faith to comply with its contractual obligations, and complying with all applicable laws;
- 1.1.19 **Goods Specification** means the specifications for the Goods and/ or the description of the Services set out in the Order or as otherwise agreed by the parties in writing from time to time;
- 1.1.20 **Group Company** means any company which is a subsidiary or holding company of the Buyer or any subsidiary of such holding company from time to time and **subsidiary** and **holding company** shall have the meanings set out in Section 1159 of the Companies Act 2006 as amended from time to time, and **Group Companies** shall be construed accordingly;
- 1.1.21 **ICO** means the Information Commissioner's Office or any successor regulatory authority;
- 1.1.22 **Intellectual Property Rights** means any and all patents, trademarks and service marks, registered designs, design rights and copyright, moral rights, rights in data and databases and other protectable lists of information, rights in confidential information, trade secrets, inventions and know-how, trade and business names, domain names, get-ups, logos and trade dress (including all extensions, revivals and renewals, where relevant) in each case whether registered or unregistered and applications for any of them and the goodwill attaching to any of them and any rights or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world whether now or in the future;
- 1.1.23 **Insolvency Event** means in relation to either party when:
- (a) a resolution is passed or an order is made for the winding up of the party (otherwise than for the purpose of solvent amalgamation or reconstruction); or
 - (b) the party becomes subject to an administration order; or
 - (c) a receiver or administrator is appointed over the whole or part of the party's business; or
 - (d) an encumbrancer takes possession of any of the party's property or equipment; or
 - (e) if a proposal shall be made for a voluntary arrangement within Part 1 of the Insolvency Act 1986; or
 - (f) if a proposal is made for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors; or
 - (g) the party is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
 - (h) the party, being an individual or partnership, is declared or adjudicated bankrupt or enters into any arrangement or composition with its creditors; or
 - (i) anything analogous to the events set out in sub-Clauses (a) to (h) above occurs; or
 - (j) if the party ceases or threatens to cease to carry on all or part of its business;
- 1.1.24 **Loss** means any and all loss, damage, penalties, costs and expenses (including legal expenses and disbursements) arising from any and all liabilities, obligations, awards, actions, claims and/or proceedings whatsoever and howsoever arising and Losses shall be construed accordingly;
- 1.1.25 **Manufactured Products** means any and all of the Buyer's finished products incorporating the Goods;
- 1.1.26 **Manufacturing License** means all licenses necessary for or required in connection with the Goods at the Manufacturing Site;
- 1.1.27 **Manufacturing Site** means the manufacturing facility of the Supplier used in the manufacture of the Goods;
- 1.1.28 **New Service Provider** has the meaning given to it at Clause 14.1;
- 1.1.29 **Order** means any order made by the Buyer for Goods and/or Services from the Supplier;
- 1.1.30 **Personnel** means a party's employees, servants or representatives, agents, contractors, sub-contractors or consultants;
- 1.1.31 **Personal Data** has the meaning given to it in the Data Protection Legislation. The terms "data controller", "data processor", "data subject", "process" and "processing" shall have the same meaning as given to them in the Data Protection Legislation;
- 1.1.32 **Policies and Procedures** means the Bribery Policy, the Substance Misuse Policy and any other and policies, procedures and codes of conduct, as notified by the Buyer to the Supplier from time to time, and as the same may be updated by the Buyer and notified to the Supplier from time to time;
- 1.1.33 **Product Recall Issues** has the meaning given to it at Clause 11;
- 1.1.34 **Quotation** means the price offered by the Supplier to the Buyer for the supply of Goods and/or Services;
- 1.1.35 **Service Levels** means any service standards or key performance indicators set out in the relevant Order;
- 1.1.36 **Services** means any services to be provided to the Supplier to the Buyer in accordance with the Order;
- 1.1.37 **Slavery and Human Trafficking** has the meaning given to it in Section 54(12) of the Modern Slavery Act 2015;
- 1.1.38 **Sub-processor** has the meaning given to it at Clause 17.3.5;
- 1.1.39 **Substance Misuse Policy** means the Buyer's policy described at Clause 22.10, a copy of which is available to the Supplier upon request;
- 1.1.40 **Supplier** means the person(s), firm or company who supplies Goods and/or Services to the Buyer; and
- 1.1.41 **TUPE Regulations** means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
- 1.1.42 **Working Day** means a day Monday to Friday which the Buyer is ordinarily open for business excluding any bank holidays and statutory holidays.
- 1.2 In these Conditions, unless a contrary intention appears:
- 1.2.1 the masculine includes the feminine and vice versa;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, modified, consolidated, replaced or re-enacted by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof;
- 1.2.4 headings are for ease of reference only and shall not affect the interpretation or construction of these Conditions;
- 1.2.5 any lists or examples following the word **including** shall be interpreted without limitation to the generality of the preceding words;
- 1.2.6 references to Clauses are, unless otherwise provided, references to Clauses of these Conditions;
- 1.2.7 references to '**writing**' or '**written**' shall include facsimile and email; and

- 1.2.8 a **party** means any party to the Contract individually and **parties** refers to all of the parties to the Contract collectively.
- 2 APPLICATION OF CONDITIONS**
- 2.1 These Conditions: (i) shall apply to all Contracts for the purchase of Goods and/or Services from the Supplier pursuant to each Order placed by the Buyer; and (ii) are the only Conditions upon which the Buyer is prepared to deal with the Supplier to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice, or course of dealing.
- 2.2 No changes or variations to these Conditions or any Order shall be effective unless agreed in writing between the parties.
- 2.3 No terms or conditions endorsed upon, delivered with or contained in the Supplier's Quotation, acknowledgement or acceptance of the Order, specification or similar document of the Supplier shall form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.
- 2.4 In the event that anything set out in an Order conflicts with these Conditions, the Order shall prevail.
- 3 FORMATION OF CONTRACT**
- 3.1 The Buyer will contact the Supplier (either verbally or in writing) to request a Quotation for the purchase of Goods and/or Services and the Supplier will supply the Buyer with a Quotation for the Goods and/or Services.
- 3.2 Each Quotation provided by the Supplier shall be deemed to be an offer by the Supplier to the Buyer for the provision of Goods and/or Services on these Conditions.
- 3.3 No Quotation provided by the Supplier shall be deemed to be accepted by the Buyer until the Buyer places an Order with the Supplier.
- 3.4 When the Buyer places an Order by fax, email or post the placing of the Order by the Buyer shall be deemed to be acceptance by the Buyer for the provision of Goods and/or Services by the Supplier on these Conditions.
- 3.5 Where the Buyer places an Order by telephone, the Buyer will send a copy of the Order to the Supplier by fax, email or post within five (5) Working Days of placing the Order. The Contract shall be deemed to be made on receipt of the written Order from the Buyer.
- 4 PRICE**
- 4.1 Unless otherwise agreed by the Buyer in writing:
- 4.1.1 the price for the Goods and/or Services shall be as specified in the Order and will be exclusive of value added tax or any such other applicable duties, taxes and levies; once an Order has been made by the Buyer the price for the Goods and/or Services shall be fixed.
- 4.1.2 The Buyer shall not be responsible for any expenses, charges or price other than those set out in the Order.
- 4.2 If due to the nature and circumstance of the Buyer's requirement for the Goods and/or Services there is no Quotation or written Order, the price for the Goods and/or Services shall be such reasonable price as the Buyer and Supplier shall subsequently agree, and in any event shall not exceed the Supplier's published price for such Goods and/or Services which may be stated on its website or on any other publically available site or documentation.
- 5 PAYMENT**
- 5.1 The Supplier will submit invoices on completion of delivery of all the Goods and/or performance of all the Services. Where the Contract is for both Goods and Services the Supplier will invoice the Buyer on the later of completion of the Services or delivery of the Goods.
- 5.2 All invoices submitted for payment to the Buyer must clearly state the purchase order number as provided by the Buyer. The Buyer shall have the right to withhold payment of any invoices that do not specify the correct purchase order number.
- 5.3 Unless agreed otherwise, the Buyer shall pay for the Goods and/or Services within sixty (60) days of the end of the month following the month of receipt of the invoice. Time for payment shall not be of the essence for the purposes of the Contract.
- 5.4 Without prejudice to any other right or remedy, the Buyer has the right to withhold or deduct by way of or otherwise set off any monies owing at any time to the Supplier against any monies due to the Buyer from the Supplier or liability of the Buyer to the Supplier, for any liability of the Supplier to the Buyer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the Buyer of its rights under this Clause 5.4 shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
- 5.5 If there is any invoice which is in dispute (whether in whole or part), the Buyer shall be entitled to withhold payment of the relevant invoice in full. The parties shall enter into good faith discussions to resolve such dispute.
- 5.6 If the Buyer fails to make payment to the Supplier of any sums owed, the Supplier may charge interest to the Buyer on such sums at a rate of 2% (two per cent) above the base lending rate from time to time of HSBC Bank plc until such payment has been made. Interest shall not be payable on any unpaid sums under Clauses 5.4 and 5.5 above.
- 5.7 Payment of the price for the Goods and/or Services shall not constitute acceptance by the Buyer of the Goods and/or Services.
- 6 DELIVERY**
- 6.1 The supply of the Goods and/or Services shall take place at the Delivery Address. Time shall be of the essence with regard to the Delivery Date.
- 6.2 All Goods supplied shall be properly packaged and secured in such a manner as to reach the Delivery Address in a good condition.
- 6.3 With respect to supply of the Goods, the Supplier shall be responsible for the cost of carriage and insurance during transit, necessary official authorisation or documents, export and import licences and duties, any applicable taxes and levies relating to delivery of the Goods.
- 6.4 If the Goods are delivered before the Delivery Date, the Buyer shall be entitled at its sole discretion to refuse to take delivery or to charge the Supplier for insurance and storage of the Goods until the Delivery Date.
- 6.5 The Buyer's signature on any delivery note of the Supplier is evidence of the number of packages received only and not evidence of the correct quantity of Goods received or that the Goods are in a good condition or of the correct quality.
- 7 TITLE**
- 7.1 Title in the Goods will pass to the Buyer when the Goods are unconditionally appropriated (by either party or by or with the consent of either party) to the Contract, or on delivery to the Buyer, whichever happens first.
- 8 RISK**
- 8.1 The Goods will be and shall remain at the Supplier's risk until such time as they are delivered to and have been accepted by the Buyer and are found to be in accordance with the requirements of the Contract. The Supplier shall at all times maintain a contract of insurance with an insurance company of good repute over the Goods and, on request from the Buyer, to assign to the Buyer the benefits of such insurance.
- 9 SUPPLIER'S OBLIGATIONS AND WARRANTIES**
- In relation to the supply of Services:**
- 9.1 The Supplier shall and shall procure that the Supplier's Personnel take all reasonable steps to safeguard their own safety and the safety of any other person who may be affected by their actions, and the Supplier agrees to indemnify and keep indemnified the Buyer against any and all Loss incurred by the Buyer or which arises out of or in connection with the Supplier's breach of this Clause 9.1.
- 9.2 The Supplier warrants, represents and undertakes that:
- 9.2.1 all Services performed under the Contract shall be performed with all due skill care, and diligence and in a good and workmanlike manner and in accordance with Good Industry Practice;
- 9.2.2 it shall meet or exceed the Service Levels;
- 9.2.3 the Supplier's Personnel have the qualifications, professional competence and experience to carry out the Services in accordance with Good Industry Practice and that the Supplier's Personnel are appropriately supervised during the provision of the Services;
- 9.2.4 it shall cooperate with the Buyer in all matters relating to the Services, and comply with all instructions of the Buyer;
- 9.2.5 it shall obtain and at all times maintain all licences and consents which may be required for the provision of the Services; and
- 9.2.6 it shall not do or omit to do anything which may cause the Buyer to lose any licence, authority, consent, or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Buyer may rely or act on the Services.
- 9.3 The terms set out in Clauses 9.1 and 9.2 above are in addition to any terms implied by the Supply of Goods and Services Act 1982 (as amended).
- In relation to the supply of Goods:**
- 9.4 The Supplier undertakes to permit the Buyer, or anyone appointed by the Buyer to inspect and test the Goods at the Supplier's Manufacturing Site during the course of manufacture and when complete. The Supplier shall remain fully responsible for the Goods despite such inspection and test and no such inspection or test shall reduce or otherwise affect the Supplier's obligations as set out in the Contract or at law. If following such inspection or testing the Buyer considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at this Clause **Error! Reference source not found.**, the Buyer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. The Buyer may conduct further inspections and tests after the Supplier has carried out its remedial actions. The Supplier shall implement and maintain process controls during the manufacture of the Goods in accordance with the Goods Specifications and the Supplier shall maintain full records of such tests which shall be made available to the Buyer or its nominees, upon their reasonable request, together with retained samples, in the event of a complaint or query arising in respect of the Goods and/or the Manufactured Products. Such records and samples shall be retained by the Supplier in accordance with the obligations as set out in the Goods Specifications.
- 9.5 The Supplier must promptly report any adverse trends to the Buyer that arise during testing of the Goods which might reasonably be expected by the Supplier to impact the quality or physical characteristics of the Manufactured Products or the conformity of the Goods with the Goods Specifications and/or Manufactured Products
- 9.6 The Supplier warrants, represents and undertakes that:
- 9.6.1 at the time of the delivery, the Goods shall be fit for purpose, of satisfactory quality, free from any defects and contamination and shall meet the description and standards which are either listed in the Contract or are otherwise agreed in writing between the parties;
- 9.6.2 the Goods shall be manufactured, quality controlled and packed in accordance with the Applicable Laws;
- 9.6.3 it shall obtain and maintain in full force and effect for the duration of the Term the Manufacturing Licence and all necessary permits, licences, approvals and authorisations required under Applicable Laws to enable the Supplier to perform the manufacture and supply of Goods to the Buyer and its Group Company for use in the Manufactured

- Products; and
- 9.6.4 in supplying the Goods and/or performing the Services, it will fully comply with all Applicable Laws.
- 9.6.5 the Goods will not in any way infringe or violate any Intellectual Property Rights or Confidential Information, nor any contractual, employment or property rights, or other rights of any third parties;
- 9.6.6 it shall ensure that the Goods shall not in any way affect any of the Buyer's goods by contamination of any kind;
- 9.6.7 it shall obtain for the Buyer's benefit, all unexpired manufacturer warranties relating to the Goods;
- 9.6.8 it shall ensure that 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
- 9.6.9 where applicable, it shall comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling, and delivery of the Goods.
- 9.7 The terms set out in Clauses 9.4 and 9.5 above are in addition to any terms implied by the Sale of Goods Act 1979 (as amended).

General:

- 9.8 The Supplier warrants, represents and undertakes that:
- 9.8.1 it has full capacity and authority to enter into the Contract and that it has or will obtain prior to the commencement of the Services, any necessary licences, consents and permits required of it to supply the Goods and/ or perform the Services;
- 9.8.2 it will supply the Goods and/ or perform the Services in accordance with the Policies and Procedures;
- 9.8.3 it has the necessary expertise to comply with the Contract and confirms the accuracy of all statements and representations made in respect of the Goods and/or Services prior to and during the Contract; and
- 9.8.4 in supplying the Goods and/ or performing the Services, it will fully comply with all laws applicable to the Contract, including without limitation those relating to: taxation; data protection and privacy, exchange controls; customs matters; anti-bribery and anti-corruption; anti-trust; anti-money laundering; trade sanctions; and criminal matters.

10 REMEDIES

Goods

- 10.1 The Buyer shall inspect the Goods upon delivery to the Delivery Address.
- 10.2 Where damaged, unsatisfactory or non-compliant Goods (the **Unsatisfactory Goods**) are delivered to the Buyer, the Buyer shall notify the Supplier within ten (10) Working Days from the Delivery Date. The Buyer may reject the Unsatisfactory Goods and the following provisions shall apply:
- 10.2.1 the Supplier shall collect the Unsatisfactory Goods from the Buyer at the Supplier's expense;
- 10.2.2 during the period between delivery of the Goods to the Buyer and collection by the Supplier, the Buyer shall not be liable for any loss or further damage caused to the Unsatisfactory Goods;
- 10.2.3 all sums payable by the Buyer in relation to the Unsatisfactory Goods shall cease to become payable;
- 10.2.4 all sums paid by the Buyer in relation to the Unsatisfactory Goods shall be repaid by the Supplier immediately; and
- 10.2.5 the Buyer shall be entitled to claim damages from the Supplier for any Losses caused to the Buyer as a result of the Unsatisfactory Goods being damaged, unsatisfactory or non-compliant.
- 10.3 Where there are shortages in the volume of Goods supplied, the Buyer shall notify the Supplier and the following provisions shall apply:
- 10.3.1 all sums payable by the Buyer in relation to the missing Goods shall cease to become payable;
- 10.3.2 all sums paid by the Buyer in relation to the missing Goods shall be repaid by the Supplier immediately; and
- 10.3.3 the Buyer shall be entitled to claim damages from the Supplier for any Losses caused to the Buyer as a result of the shortages.
- 10.4 Without prejudice to Clauses 10.2 and 10.3, at the Buyer's sole option:
- 10.4.1 the Supplier shall immediately replace damaged Goods; or
- 10.4.2 supply the Goods which are missing at the Supplier's expense; or
- 10.4.3 the Buyer shall be entitled to cancel, without notice, the whole or any unexecuted part of the Order and the rights referred to in Clause 12.6 shall apply.
- 10.4.4 Where there is an excess of Goods in relation to the Order the Buyer may reject the excess Goods by notice to the Supplier and the following provisions shall apply:
- 10.4.5 the Supplier shall collect the excess Goods from the Buyer at the Supplier's expense;
- 10.4.6 during the period between delivery of the Goods and collection by the Supplier, the Buyer shall not be liable for any loss or damage caused to the excess Goods; and
- 10.4.7 no sum shall be due to the Supplier for the excess Goods and in the event that sums are paid to the Supplier for the excess Goods, the Supplier shall repay such sums to the Buyer immediately.
- 10.5 The Buyer may accept excess Goods by notifying the Supplier of such acceptance and the price of the excess Goods shall be payable by the Buyer.
- 10.6 Goods which are repaired or replaced shall be subject to these Conditions in the same manner as those originally delivered under the Contract. If the Supplier refuses to repair or replace the Goods within five (5) Working Days of the Buyer notifying the Supplier under this provision, the Buyer may itself, or through an agent or sub-contractor, or otherwise, repair or replace any Goods itself and the Supplier agrees to reimburse the Buyer for any costs or expenses incurred.

Services

- 10.7 If the Supplier provides the Services (or any part thereof) other than in accordance with the Contract, then, without prejudice to any and all other remedies and rights available to the Buyer with respect to the Contract, the Buyer may, at its sole option:
- 10.7.1 require the Supplier promptly to re-perform the defective Services or replace the defective Goods (as appropriate) without additional charge to the Buyer; or
- 10.7.2 assess the cost of remedying the defective Services (the **Assessed Cost**) and deduct from any sums payable to the Supplier under any contract the Assessed Cost; or
- 10.7.3 engage another person or organisation to carry out the defective Services, in whole or in part, and all additional expenditure properly incurred by the Buyer in having such defective Services carried out by a third party shall be recoverable by the Buyer from the Supplier.

11 COMPLAINTS AND PRODUCT RECALL

- 11.1 The Buyer shall be solely responsible in accordance with law applicable to this Contract for the reporting to Regulators of any complaints and product recalls or withdrawals relating to Manufactured Products which arise for any reason (Product Recall Issues). The Supplier shall promptly (and in any event within one (1) working day) advise the Buyer of any occurrence or information which arises out of the supply of the Goods by the Supplier causing a Product Recall Issue which:
- 11.1.1 requires (or could reasonably be expected to require) a recall or withdrawal of the Manufactured Product;
- 11.1.2 could reasonably be expected to lead to customer complaints; or
- 11.1.3 have (or could reasonably be expected to have) adverse regulatory compliance and/or reporting consequences concerning the Goods or Manufactured Products;
- 11.1.4 and promptly furnish copies of any related information or reports to the Buyer.
- 11.2 The Supplier shall ensure that all relevant records relating to the Goods (including but not limited to: manufacturing, dispatch and analytical records) are kept for such period as may be specified in the Goods Specifications and upon reasonable request made available to the Buyer in the event of a complaint regarding, or suspected defect in, the Goods.
- 11.3 Without prejudice to clause 11.1 or any other obligation under this Contract, the Supplier shall notify the Buyer promptly (and in any event within one (1) working day) upon becoming aware of any problem related to the manufacture of the Goods under this Contract, and which represents a situation:
- 11.3.1 where another product may have been mistaken for the Goods or the labelling for the Goods applied to another product; or
- 11.3.2 Where any Goods may be affected by bacteriological or other contamination, significant chemical, physical or other change or deterioration; or
- 11.3.3 where any Goods is the subject of a complaint by a third party or customer in circumstances where this may impact the Goods manufactured for the Buyer or its Group Company; or
- 11.3.4 where any Goods may not comply with the relevant Goods Specifications.
- 11.4 Upon notification in accordance with clause 11.3, the Supplier shall take at the Buyer's written request, all such acts as the Buyer may reasonably direct. If the Buyer or any Regulator deems that there is a Product Recall Issue where a Manufactured Product recall or withdrawal is required, the recall or withdrawal strategy shall be developed by the Buyer. The direct costs of any such action required by the Buyer, or of any such recall or withdrawal under this clause 11.4, shall be borne by the Supplier to the extent the need for the action is the result of a failure on the part of the Supplier to comply with its obligations under this Contract or the result of any negligence on the part of the Supplier.
- 11.5 Upon notification from the Buyer that it has received a complaint in respect of the Manufactured Product which may be due to the Goods, the Supplier will promptly upon Buyer's written request (and in any event prior to any reasonable deadline imposed by the Buyer or any Regulator) conduct all such internal investigations as may be reasonably necessary to determine the validity of such complaint. The findings of such investigations shall be reported in writing to the Buyer within two (2) working days of completion of the investigation, provided that the Supplier shall provide the Buyer with daily updates as the investigation progresses (including providing the Buyer with any interim findings). The Buyer shall thereafter respond to the complainant and provide a written copy of such response to the Supplier and, in the event any such complaint or problem indicates an area of concern regarding the Goods in the Buyer's reasonable opinion, the Supplier shall thereupon carry out any actions which the Buyer may reasonably require in connection therewith. The costs of any such investigation or other action which the Buyer requires to be undertaken pursuant to this clause 11.5 shall be borne by the Supplier to the extent that the need for such action is the result of a failure on the part of the Supplier to comply with its obligations under this Contract or the result of any negligence on the part of the Supplier.

12 LIABILITY AND INSURANCE

- 12.1 The Supplier agrees to indemnify the Buyer in full against:
- 12.1.1 any and all Loss which the Buyer may incur from the Supplier's breach of any of its obligations or warranties under the Contract;
- 12.1.2 all claims made against the Buyer arising out of the acts and/or omissions of the Supplier and/or the Supplier's Personnel; and/or

- 12.1.3 any and all third party claims for infringement of Intellectual Property Rights in the Goods and/or Services supplied by the Supplier;
- 12.1.4 the Supplier's failure to supply the Goods according to the terms of this Contract;
- 12.1.5 the death, personal injury or illness of any third party arising from any fault or defect in any Manufactured Products that is caused by the Goods;
- 12.1.6 the Goods causing any Manufactured Products to be deemed unsuitable for use;
- 12.1.7 any and all costs caused thereby as a result of measures the Buyer must take in order to prevent any risk, such as but not limited to warnings or precautionary recall actions of defective Goods or Manufactured Products, or any Product Recall Issues as described in clause 11. For the avoidance of doubt, any costs for the determination of the risk (including expert costs) as well as internal administration and processing costs of the Buyer shall be borne by Supplier; and/or
- 12.1.8 any and all costs caused by a Product Recall Issue as described in clause 11;
- 12.1.9 this Clause 12.1 shall survive the termination or expiry of the Contract.
- 12.2 The Supplier shall be responsible for paying the Supplier's Personnel and for making any deductions required by law in respect of income tax and National Insurance contributions or similar contributions relating to the provision of the Services. The Supplier agrees to indemnify and keep the Buyer indemnified in respect of any claims that may be made by HM Revenue and Customs and any other the relevant authorities against the Buyer in respect of tax demands or National Insurance or similar contributions relating to the provision of the services by the Supplier.
- 12.3 The Supplier shall, and shall procure that the Supplier's Personnel shall, comply with all applicable statutes, rules and regulations in providing the Services, including all immigration and employment requirements imposed by any applicable jurisdiction, and the Supplier shall indemnify and keep indemnified and hold harmless the Buyer against and Loss arising out of any failure to do so.
- 12.4 The Supplier shall obtain and maintain in force during the Contract adequate and suitable insurance with a reputable insurance company to cover its liabilities under the Contract (including product liability, professional indemnity insurance, in relation to the Services, public liability insurance and employer's liability insurance cover) and shall supply to the Buyer on its reasonable request, certificates to prove that the Supplier has appropriate and valid insurance. The Supplier shall be liable under all provisions or these Conditions and the Contract whether or not it complies with this Clause 12.4.
- 12.5 Nothing in these Conditions excludes or limits the liability of either party for death or personal injury caused by its negligence of any liability for fraud or fraudulent misrepresentation or any other liability that cannot be restricted by law.
- 12.6 Where the Buyer cancels the whole or part of the Contract in accordance with Clause 10.4:
- 12.6.1 all sums payable by the Buyer in relation to the whole or part of the Contract cancelled shall cease to become payable; and
- 12.6.2 all sums paid by the Buyer in relation to the whole or part of the Contract cancelled shall be repaid by the Supplier immediately.
- 12.7 The Buyer shall be entitled to recover any and all Loss (including loss of profit) caused as a result of the Supplier's failure to deliver the Goods and/or perform the Services as a result of the cancellation of the whole or part of the Contract.
- 13 TERMINATION**
- 13.1 The Buyer may terminate the Contract for convenience by providing seven (7) days' prior written notice to the Supplier.
- 13.2 The Buyer may terminate the Contract with immediate effect from the date of service of written notice to the Supplier if the Supplier (or the Supplier's Personnel):
- 13.2.1 commit a material and/or persistent breach of any of their obligations under the Contract and (if the breach is capable of remedy) the Supplier fails to remedy it within the time reasonably permitted as stated in any notice in writing provided by the Buyer;
- 13.2.2 commits any act which brings or is likely to bring the Buyer into disrepute or which damages or is likely to damage their interests; or
- 13.2.3 undergoes a change of Control.
- 13.3 Either party may terminate the Contract, immediately on written notice to the other party, if the other party suffers an Insolvency Event.
- 13.4 On termination of the Contract for any reason the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.
- 14 TUPE**
- 14.1 If the expiry or termination of this Contract (or any part of it) operates so as to transfer the contracts of employment or engagement of the Supplier's Personnel under the TUPE Regulations to the Buyer or any new provider of the Services (**New Service Provider**) (as appropriate), the Supplier hereby agrees to fully indemnify, keep fully indemnified and hold harmless the Buyer and its Group Companies; and at the Buyer's request any New Service Provider; on demand in respect of any and all actions, proceedings, claims, demands, liabilities, losses, damages, charges, penalties, fines, costs and expenses (including legal expenses) incurred or suffered by the Buyer (and its Group Companies) or any New Service Provider under the TUPE Regulations or arising out of or in connection with the employment or engagement, or termination of the employment or engagement, of the Supplier's Personnel.
- 15 INTELLECTUAL PROPERTY RIGHTS**
- 15.1 All Intellectual Property Rights produced from or arising as a result of the performance of the Contract shall, so far as not already vested, are hereby assigned by the Supplier to the Buyer and shall become the absolute property of the Buyer. The Supplier shall do all that is reasonably necessary to ensure that such rights vest in the Buyer by the execution of appropriate instruments or the making of agreements with third parties.
- 15.2 The Buyer shall retain ownership in any Intellectual Property Rights in any specification for Goods which the Supplier is supplying in accordance with the Buyer's specification.
- 16 CONFIDENTIALITY**
- 16.1 Each party (the **Receiving Party**) shall treat as confidential and shall not divulge or disclose without the prior written consent of the other party (the **Disclosing Party**) the Confidential Information.
- 16.2 The Receiving Party shall use Confidential Information solely for the purpose of exercising or performing its rights and obligations under this Contract.
- 16.3 Clause 16.1 does not apply to the extent that any information:
- 16.3.1 was known or available on a non-confidential basis to the Receiving Party prior to its disclosure by the Disclosing Party;
- 16.3.2 is or becomes generally available to the public (otherwise than through a breach of this Clause 16);
- 16.3.3 is required to be disclosed by law, court order, or any regulatory body; or
- 16.3.4 is required by its professional advisers, officers, employees, consultants, subcontractors or agents to provide their services (and subject always to similar duties of confidentiality).
- 16.4 If the Receiving Party becomes aware of any breach of the provisions of this Clause 16, it shall promptly notify the Disclosing Party and take all necessary steps to rectify such breaches, and shall give the Disclosing Party all reasonable assistance in connection with the recovery of such Confidential Information and action against any persons disclosing such Confidential Information in breach of the terms of this Contract.
- 16.5 The Receiving Party shall at any time on request and/or on the termination or expiry of this Contract, return to the Disclosing Party within seven (7) days, all Confidential Information (together with any extracts, copies or summaries thereof).
- 17 DATA PROTECTION AND DATA PROCESSING**
- 17.1 Each party shall comply at all times with the Data Protection Legislation.
- 17.2 The remainder of this Clause 17 shall apply where, for the purposes of the Data Protection Legislation, the parties agree in writing that the Buyer is the Data Controller and the Supplier is the Data Processor in respect of the Buyer's Personal Data which may be shared pursuant to the Contract.
- 17.3 The Supplier warrants that, having regard to the state of technological development and the cost of implementing any measures, it will:
- 17.3.1 only process the Buyer's Personal Data, to the extent that, and in such a manner as is strictly necessary for the purposes of performing its obligations under the Contract and in accordance with the Buyer's documented instructions and the Supplier shall not process the Buyer's Personal Data for any other purpose, unless it is required by applicable law;
- 17.3.2 not transfer the Buyer's Personal Data outside of the European Economic Area other than either (i) on the Buyer's documented instructions or (ii) with the Buyer's prior written consent provided always that the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any of the Buyer's Personal Data that is transferred, including, without limitation, providing appropriate safeguards in relation to the transfer, and the data subjects having enforceable rights and effective legal remedies.
- 17.3.3 ensure that persons authorised to process the Buyer's Personal Data are obliged to keep the Buyer's Personal Data confidential;
- 17.3.4 at all times implement sufficient and appropriate technical and organisational measures to protect the Buyer's Personal Data against unauthorised or unlawful processing, disclosure or access and accidental or unlawful destruction, loss, alteration or damage (a **Data Breach**), which are appropriate to (i) the harm that might result from a Data Breach and (ii) the nature of the Buyer's Personal Data;
- 17.3.5 not engage another processor (the **Sub-processor**) to process the Buyer's Personal Data unless:
- (a) the Supplier has provided the Buyer with full details of the Sub-processor and the Buyer has given its prior written consent to the engagement of the Sub-processor;
- (b) the supplier enters into a written contract with the Sub-processor which (i) imposes substantially similar obligations on the Sub-processor as are set out in this Clause 17 and (ii) contains the provisions required to be included in a processing contract under Article 28(3) of GDPR;
- (c) the contract with the Sub-processor automatically terminates in respect of the processing of the Buyer's Personal Data on the expiry or termination of the Contract for any reason;
- (d) the Supplier remains liable to the Buyer for the Sub-processor's compliance with the Data Protection Legislation;
- 17.3.6 assist the Buyer to fulfil its obligations to respond to requests from individuals' to exercise their rights under the Data Protection Legislation by implementing appropriate technical and organisational measures;
- 17.3.7 assist the Buyer, to comply with its obligations to implement appropriate security measures in accordance with Article 32 of GDPR;
- 17.3.8 promptly notify the Buyer if it suffers a personal data breach that affects any of the Buyer's Personal Data and assist the Buyer to comply with its obligations to notify such

- personal data breach to the ICO and any affected individuals in accordance with Articles 33 and 34 of GDPR. The Supplier shall take all such steps at its own cost and expense to recover, restore and repair the Buyer's Personal Data and prevent and/or bring action against any persons engaging in any unauthorised or unlawful processing of the Buyer's Personal Data;
- 17.3.9 if the Buyer undertakes a data protection impact assessment in relation to the processing of the Buyer's Personal Data, assist the Buyer with such assessment and any subsequent consultation with the ICO in connection with such assessment in accordance with Articles 35 and 36 of GDPR;
- 17.3.10 upon the expiry or termination of the Contract for any reason, delete or return all of the Buyer's Personal Data to the Buyer, as instructed by the Buyer, unless the supplier is required by any applicable law to retain the Buyer's Personal Data;
- 17.3.11 make available to the Buyer all information necessary to demonstrate compliance with the Supplier's obligations under the Contract and under the Data Protection Legislation, and Article 28 of GDPR in particular. If the Buyer reasonably believes that the Supplier is in breach of any of its obligations under the Contract or the Data Protection Legislation, the Buyer shall be entitled to exercise its rights under this clause immediately without notice;
- 17.3.12 at all times maintain appropriate and adequate records of the Supplier's processing activities in respect of the Buyer's Personal Data as required under GDPR and shall make these available to the Buyer and the ICO on request;
- 17.3.13 promptly comply with any request from the Buyer to amend, transfer or delete the Buyer's Personal Data;
- 17.3.14 not make any commercial use of the Buyer's Personal Data other than for the purposes of performing the Supplier's obligations under the terms of the Contract;
- 17.3.15 promptly forward to the Buyer any request from an individual to exercise any of their rights under the Data Protection Legislation;
- 17.3.16 maintain a record of all personal data breaches which affect any of the Buyer's Personal Data whether or not these are required to be notified to the ICO and make this record available to the Buyer and the ICO on request; and
- 17.3.17 comply with reasonable instructions notified to it in advance by the Buyer with respect to the processing of the Buyer's Personal Data.
- 17.4 The Supplier shall indemnify the Buyer and any of its Group Companies, and shall keep the Buyer and any of its Group Companies, indemnified against all actions, losses, liabilities, damages, costs, claims and expenses (including legal fees and disbursements and costs of investigation, litigation, settlement, judgement, interest, fines and penalties) arising out of or in connection with any breach by the Supplier of the provisions of this Clause 17.
- 18 ASSIGNMENT**
- 18.1 The Supplier shall not be entitled to assign transfer, sub-contract or dispose of its rights or obligations under the Contract without the prior written consent of the Buyer.
- 18.2 The Buyer may assign the Contract or any part of it to any person, firm or company.
- 19 ANTI-CORRUPTION**
- 19.1 The Supplier undertakes to the Buyer that:
- 19.1.1 it will not, and will procure that any Associated Person will not, in the course of the operation of the Contract, engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Act;
- 19.1.2 it has, and will maintain in place, Adequate Procedures designed to prevent any Associated Person from undertaking any activity, practice or conduct that would give rise to an offence under section 7 of the Act;
- 19.1.3 it has received a copy of the Policy and will comply with the provisions of the same insofar as applicable to this Contract;
- 19.1.4 it will comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption but not limited to the Act (the **Relevant Requirements**); and
- 19.1.5 it will notify the Buyer (in writing) if it becomes aware of any breach of Clause 19.1.1, or has reason to believe that it has received a request or demand for any undue financial or other advantage.
- 19.2 The Supplier undertakes to the Buyer that, at the reasonable request of the Buyer, it will:
- 19.2.1 confirm in writing that it has complied with its undertakings under Clause 19.1 and will provide any information reasonably requested by the Buyer in support of such compliance; and
- 19.2.2 allow the Buyers authorised representatives at any reasonable time and upon reasonable notice to have access to its premises (or to arrange for the Buyers authorised representatives to have access to other relevant premises, including any Associated Person's premises) for the purpose of inspecting its books and records to determine its compliance with its undertakings under this Clause.
- 19.3 Breach of any of the undertakings in this Clause 19 shall be deemed to be a material breach of the Contract.
- 20 MODERN SLAVERY**
- 20.1 The Supplier shall and shall procure (where relevant) that all persons who are performing services or providing goods in connection with the Contract in any part of the world including, for the avoidance of doubt, all the Supplier's Personnel (collectively, its **Supply Chain**) shall at all relevant times:
- 20.1.1 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;
- 20.1.2 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;
- 20.1.3 comply with any policy relating to Slavery and Human Trafficking as required by the Buyer;
- 20.1.4 take all reasonable steps to ensure that Slavery and Human Trafficking are not taking place in its business or its Supply Chain;
- 20.1.5 where applicable, include in contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Clause 20;
- 20.1.6 notify the Buyer as soon as it becomes aware of any actual or suspected breach of Clauses 20.1.1 or 20.1.2; and
- 20.1.7 maintain a complete set of records to trace the supply chain of all Goods and Services provided to the Buyer under the Contract and permit the Buyer and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this Clause 20.
- 20.2 The Supplier shall ensure that each of its Personnel shall be bound in writing by terms equivalent in all respects to those set out in this Clause 20. The Supplier shall provide evidence in writing of the Supplier's compliance with this Clause 20 promptly on the Buyer's request.
- 20.3 The Supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 20.4 Breach of this Clause 20 shall be deemed to be a material breach of the Contract.
- 21 ANTI-FACILITATION OF TAX EVASION**
- 21.1 The Supplier shall:
- 21.1.1 not engage in any activity, practice or conduct which would constitute either:
- (a) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
- (b) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;
- 21.1.2 establish, maintain and enforce its own policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person and to ensure compliance with Clause 21.1.1;
- 21.1.3 notify the Buyer in writing if it becomes aware of any breach of Clause 21.1.1 or has reason to believe that it has received a 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;
- 21.1.4 immediately, and upon the Buyer's request, certify to the Buyer in writing signed by an officer of the Supplier, compliance with this Clause 21 by the Supplier and all persons referred to in Clause 21.2. The Supplier shall provide such supporting evidence of compliance as the Buyer may reasonably request.
- 21.2 The Supplier shall ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of the Supplier's obligations under the Contract do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Clause 21 (the **Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Buyer for any breach by such persons of any of the Relevant Terms.
- 21.3 Breach of this Clause 21 shall be deemed to be a material breach of the Contract.
- 21.4 For the purposes of Clause 21, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017.
- 22 GENERAL**
- 22.1 Nothing in the Contract is intended to, nor shall it confer any rights on a third party except that the Buyer's Group Companies may enforce the terms of the Contract.
- 22.2 The Contract (incorporating the Conditions and any Order) contains the entire agreement between the parties in respect of the supply of Goods and/or Services to the Buyer by the Supplier. The Contract replaces any previous agreement or understanding between the parties.
- 22.3 The parties expressly acknowledge and agree that in entering into the Contract they are not relying on any undertaking, promise, assurance, statement, representations, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the subject matter of the Contract, other than as expressly set out in the Contract.
- 22.4 Each right or remedy of the Buyer under the Contract is without prejudice to any other right or remedy of the Buyer whether under the Contract or not.
- 22.5 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if the Contract had been agreed with the invalid illegal or unenforceable provision eliminated.
- 22.6 Any waiver by the Buyer of any breach or, any default under, any provision of the Contract by the Supplier will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 22.7 The Supplier is engaged as an independent contractor. Nothing in the Contract shall be construed as establishing or implying any agency, partnership or corporate relationship or relationship between employee and employer between the parties, or to authorise either party to act as the agent of the other, and neither party shall

- have the authority to act in the name of or otherwise to bind the other in any way (including to making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 22.8 Any notice to be given under the Contract shall be in writing and shall be delivered or sent by pre-paid first class recorded delivery post or facsimile transmission to the party to be served at that party's registered office marked for the attention of the Company Secretary of that party. Any notice by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Order.
- 22.9 Any such notice shall be deemed to have been served:
- 22.9.1 if delivered, at the time of delivery; or
- 22.9.2 if posted at the expiration of forty eight (48) hours after the envelope containing the same shall have been put in the post; or
- 22.9.3 if sent by facsimile transmission if transmitted to the recipient's current head office number upon the sender's receipt of a confirmed log out print for the transmission regarding the date time and transmission of all pages provided that a copy of the facsimile transmission is sent by first class recorded delivery post to the registered office of the party to be served with such notice on the same day, provided that delivery occurs within normal working hours of the recipient, otherwise such notice shall be deemed to have been served on the next Working Day.
- 22.10 The Supplier shall comply with the Buyer's Substance Misuse Policy. The purpose of the Substance Misuse Policy is to ensure the health and safety of all persons (whether visiting or working) on the Buyer's projects and at the Buyer's premises, who might otherwise be at risk from persons that are under the influence of alcohol and/or drugs. The Supplier (including the Supplier's Personnel) hereby undertakes to comply with the requirements of the Buyer's Substance Misuse Policy whilst carrying out the delivery of the Goods and/or Services on the Buyer's projects and at the buyer's premises.
- 22.11 The Supplier shall ensure that all Goods and/ or Services supplied conform to current environmental and waste management legislation. Particularly in reference to upholding the Buyer's 'duty of care' responsibilities as defined in The Environmental Protection Act 1990, section 34.
- 22.12 The Contract and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in all respects in accordance with the laws of England, and the English courts shall have exclusive jurisdiction in all matters relating to this agreement (whether of a contractual or tortious nature or otherwise).