RITTER-COURIVAUD LIMITED TERMS AND CONDITIONS OF PURCHASE FOR RESALE

1 DEFINITIONS

1.1 The following definitions will apply in the interpretation of these Terms and Conditions:

"Best Industry Standards"	means the exercise of the degree of skill, competence, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person complying with applicable laws and practice engaged in the same type of undertaking under the same or similar circumstances as the Supplier;
"Buyer"	Ritter-Courivaud Limited (a private limited company incorporated in England and Wales under company number 363411, whose registered office is at c/o Pinsent Masons, 1 Park Row, Leeds LS1 5AB);
"Contract"	means any and all Orders between the Buyer and the Supplier for the sale and purchase of the Products made under these Terms and Conditions;
"Goods Legislation"	means any applicable statute, statutory rule, order, directive, regulation or other instrument having force of law (including any directive or order promulgated by any competent supra-national body), all British and European standards, United Kingdom Accreditation Service and all other legislation in force from time to time relating without limitation to the manufacture (including raw materials or chemicals used in the production process), packaging, delivery, carriage, storage, supply of, installation and use of the Products and such legislation shall include but not be limited to Consumer Protection Act 1987, Guidance for Traders on Pricing Practices, Food Labelling Regulations, Packaging (Essential Requirements) Regulations 2005, Sale of Goods Act 1979 (as amended), Food Safety Act 1990, Food Safety and Hygiene (England) Regulations 2013, Code of Practice for Using Plant Protection Products, Control of Pesticide Regulation 1986, General Product Safety Regulations 2005, Health and Safety at Work Act 1974 and Environmental Protection Act 1990;
"Order"	means the Buyer's order for the supply of Products;
"Product"	means the goods which the Supplier is to provide to the Buyer pursuant to the Order in accordance with these Terms and Conditions;
"Specification"	means the Buyer's specifications for the Products notified in writing to the Supplier;
"Supplier"	means the person or firm from whom the Buyer purchases the Products;
"Terms and Conditions"	means these terms and conditions as amended from time to time in accordance with Condition 2.6 and includes any special terms agreed in writing between the Buyer and the Supplier.

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

1.3 Words importing the singular shall include the plural and vice versa. References to persons include an individual, corporation, firm or partnership.

1.4 The words and phrases "other", "including" and "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.5 Any reference to a statutory provision includes a reference to any modification or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it.

1.6 A reference to "writing" or "written" includes faxes and emails.

2 BASIS OF PURCHASE

2.1 There is no obligation on the Buyer to accept an Order from the Supplier nor purchase any Products (either at all or in accordance with any minimum purchase amount) from the Supplier.

2.2 An Order may be made by email, telephone or other means. The Order constitutes an offer by the Buyer to purchase the Products subject to these Terms and Conditions.

2.3 Any of the following are deemed to constitute the Supplier's acceptance of the Order on these Terms and Conditions:

(a) any express acceptance of an Order by the Supplier (notwithstanding any terms and conditions attached to such acceptance or any purported incorporation of provisions other than these Terms and Conditions);

(b) the commencement of any work relating to the Order by the Supplier; or

(c) the delivery of any Products to the Buyer by or on behalf of the Supplier or other action by the Supplier to fulfil the Order.

2.4 These Terms and Conditions shall apply to each Contract to the exclusion of any other terms and conditions which the Supplier purports to apply under any quotation, invoice, Order acknowledgement or any other document issued by the Supplier or which are implied by trade, custom, practice or course of dealing. If any future contract for the supply of Products is made with the Supplier without reference to these Terms and Conditions, such contract shall be deemed to be subject to these Terms and Conditions unless otherwise agreed by the parties.

2.5 The Supplier waives any right that it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Terms and Conditions.

2.6 No variation to these Terms and Conditions or any other terms put forward by the Supplier shall be binding unless agreed in writing by the authorised representative of the Buyer.

3 WARRANTIES

3.1 The Supplier warrants to the Buyer that it is fully qualified, licenced, authorised, equipped, organised and financed to perform its obligations under the Contract and shall at all times comply with the Goods Legislation and perform its obligations in accordance with Best Industry Standards.

3.2 The Supplier warrants to the Buyer that the Products:

(a) will be of satisfactory quality and fit for the purpose for which they are to be offered for sale to the public;

(b) will be free from defects and to be of the nature, substance and quality described in the Order;

(c) will conform to the Specification; and

(d) will be manufactured and supplied in accordance with Best Industry Standards and the Goods Legislation.

3.3 The Supplier warrants its compliance with Condition 17.

3.4 Where (i) there is any breach of the Supplier's warranties, (ii) there is any obligation or requirement imposed by, given or stated in the Contract in respect of the Products which is not complied with, (iii) the Products or any instalment of the Products are not delivered at the specified time, date or at all, or (iv) the Products delivered are damaged,

the Buyer shall be entitled at its sole discretion without liability to the Supplier (arising out of such action) and, without prejudice to any other right or remedy, do one or more of the following:

(a) cancel the Contract and treat the Contract as having never been entered into by the Supplier; and/or
(b) reject the relevant Products (in whole or in part) and any Products already delivered; and/or
(c) refuse to accept any subsequent delivery of the Products; and/or
(d) recover from the Supplier any costs reasonably incurred by the Buyer in obtaining substitute goods from another supplier; and/or
(e) require the Supplier at its sole cost to replace or, repair the Products or carry out such work as is necessary within 14 days so that the Products conform to the Contract, Order and applicable Specification; and/or
(f) treat the Contract as discharged by the Supplier's breach and:
    (i) delay payment of the price for the Products until the requirements of the Contract, Order and any applicable Specification are entirely fulfilled;
    (ii) refuse to make payment of the price of the Products; or
    (iii) require the repayment of any part of the price of the Products which the Buyer has paid, whether or not the Buyer has previously required the Supplier to repair the Products or, supply any replacement Products; and/or
(g) claim such damages as may have been incurred by the Buyer as a result of the Supplier's breach of the Contract; and/or
(h) withhold payments until the breach is remedied.

3.5 If the Buyer claims that an Order has not been fulfilled or has been incorrectly fulfilled, the Supplier shall be deemed to accept the validity of the claim unless it serves written notice on the Buyer disputing that claim and stating the reasons for its dispute within 7 (seven) days of the date of that claim.

3.6 If the Buyer exercises any right under these Terms and Conditions, the Buyer may at its absolute discretion require the Supplier to collect the relevant Products or return the Products to the Supplier at the Supplier's cost.

3.7 The Buyer's rights under these Terms and Conditions are in addition to any statutory remedies available to the Buyer.

4 DELIVERY AND ACCEPTANCE

4.1 Delivery of the Products will be to the Buyer's designated delivery point notified to the Supplier in the Order or as otherwise agreed with the Buyer.

4.2 The Buyer will advise the Supplier of the desired delivery date and any delivery date notified by the Buyer to the Supplier must be adhered to strictly by the Supplier and time of delivery shall be of the essence. The Supplier shall ensure that the Products are properly packed and secured in such a manner as to enable them to reach their destination in good condition.

4.3 Unless stated to the contrary in the Order, the Buyer shall not be obliged to accept delivery by instalments or delivery of Products before the specified delivery time. If any Products are delivered in instalments, such deliveries under the Order will be deemed to be a single Contract and will not be severable.

4.4 All deliveries must be accompanied by a delivery note that is accurate and legible and must clearly show the applicable Specification, the date of the Order, the Order number (if any), the type and quantity of the Products (including the code number, where applicable), special storage instructions (if any) and, if the Products are being delivered by instalments, the outstanding balance of Products remaining to be delivered.

4.5 The Supplier shall comply with any delivery requirements made known to it by the Buyer, including procedures regarding delivery to the various depots.

4.6 Unless otherwise agreed by the Buyer in writing, Products shall at the time of delivery, have not less than 80% of their maximum product shelf life.

4.7 It is the Supplier's responsibility to ensure that all packaging material used is of adequate strength and suitable to protect the Products in all stages of handling and distribution, and that the packaging meets applicable regulatory requirements, including the Packaging (Essential Requirements) Regulations 2005 or other legislation in force from time to time. The responsibility for the accurate printing of the bar code, which must conform to the specification as set by the Article Numbering Association, lies with the Supplier. The Buyer reserves the right to reject any consignment of Product bearing a bar code that fails to scan. The Products should comply with any other legislation covering "best before end", "use by" and "lot no" coding. Such markings must be clearly visible and permanent on both outer packaging and, where present, on any inner sales unit.

4.8 Delivery of the Products shall be completed on the unloading the Products at the Buyer's designated delivery point.

4.9 If the Supplier:

(a) delivers less than 95% of the quantity of the Products ordered, the Buyer may reject the Products; or
(b) delivers more than 105% of the quantity of Products ordered, the Buyer may at its discretion reject the Products or the excess Products, and any rejected Products shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Products ordered, and the Buyer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Products.

5 ACCEPTANCE AND REJECTION OF PRODUCTS

5.1 The Buyer shall not be deemed to have accepted any Products until the Buyer has had a reasonable time to inspect or test them following delivery or, if later, within a reasonable time after any latent defect has become apparent.

5.2 The Buyer shall not be deemed to have accepted the Products merely by virtue of the Buyer:

(a) having sold the Products to a third party upon or after delivery or its having incorporated or converted them into other products; or
(b) having required the Supplier to replace the Products under these Terms and Conditions.

5.3 The Buyer shall be entitled to reject all or any part of the Products delivered which are not compliant with the Specification or Condition 4.7 or not delivered in accordance with the Contract, even if such non-compliance is minor.

5.4 Issue by the Buyer of a receipt note or the signing of a delivery note or other document acknowledging physical receipt of any Product shall not constitute any acknowledgement of the condition or compliance with the Order.

6 PRICES AND PAYMENT

6.1 Payment will only be made for Products which have been ordered by the Buyer where:

(a) a valid purchase order number is provided at the time of the Order; and
(b) the Order is confirmed in writing by the Buyer via e-mail, fax or post.

6.2 The prices for the Products payable by the Buyer shall be as stated in the Order and shall be in pounds sterling or in any other currency as agreed between the Buyer and the Supplier. Unless otherwise agreed by the Buyer in writing, all prices of the Product

stated in the Order are inclusive of value added tax and any other relevant duties, and of all handling, storage, packaging, packaging materials and containers, labelling, insurance, transport, delivery, installation and distribution charges.

6.3 The Supplier may invoice in respect of the Products on or after completion of delivery. A separate invoice shall be produced for each delivery vehicle's load whether under the same Contract or otherwise.

6.4 Unless otherwise agreed in writing, the Buyer shall pay the price of the Products within 45 days after the end of the month of receipt and agreement by the Buyer of a proper invoice, or monthly statement of account or, if later, after acceptance of the Products in question by the Buyer. Time of payment shall not be of the essence of the Contract.

6.5 If the Buyer fails to pay for the Products when due, the Supplier shall be entitled to interest on the outstanding amount at a rate per annum of 2 per cent above the base rate of Barclays Bank plc from time to time until the price is paid in full. Such interest may be charged after 14 days following a notification by the Supplier that payment has not been made and where the Buyer has not within the 14 day notice period provided reasons for the non-payment.

6.6 The Buyer shall be entitled to deduct from the price of the Products any sums owing by the Supplier to the Buyer on any contract between them.

7 INFORMATION

7.1 The Supplier shall provide to the Buyer:

(a) on request/delivery, evidence of the place of origin of the Products and information relating to raw materials used in manufacturing the Products;

(b) all information as the Buyer requires to ensure that the Products comply with and that the Buyer fulfils its obligations under all Goods Legislation;

(c) all information relating to any possible risks to health and safety presented by the Products;

(d) all information specifically regarding hazardous substances and any dangerous properties the Products may have or may develop;

(e) full instructions for use and clear and conspicuous warnings relating to any conditions which are necessary to ensure safety in use or onward sale of Products, in each case with sufficient detail to enable the Buyer and any end user to understand any possible risks to health and safety;

(f) all information relating to any adverse analytical, microbiological, safety or other quality checks discovered in products bearing the same specification as the Products subsequent and prior to delivery; and

(g) all information relating to any facts or circumstances which would adversely affect the lifespan of the Products.

7.2 The Buyer shall have the right to conduct an audit of the operations and facilities used by the Supplier to provide the Products and its quality procedures and systems to ensure that the Supplier has the appropriate facilities procedures, systems and personnel to produce the Products in accordance with the Contract and for that purpose shall be entitled to have access to the Supplier's premises where the Products are being produced and to any premises of the Supplier's sub-contractors or agents where the Products are being produced during normal working hours on giving reasonable notice to the Supplier for that purpose.

8 RISK AND PROPERTY

Title to and risk in the Products shall pass to the Buyer upon delivery unless payment for the Products is made prior to delivery, in which case title shall pass to the Buyer once payment has been made. Risk shall remain with the Supplier until the Products are delivered. Transit and off-loading of the Products shall be at the Supplier's risk.

9 CUSTOMER COMPLAINTS

9.1 The Buyer will handle all customer complaints in the first instance in order to ensure immediate and responsive customer contact.

9.2 Administration costs associated with complaint management may be reflected in an annual charge based on the level of complaint activity associated with the Supplier. Any such annual charge will be levied in April or otherwise contained with a Supplier Terms Agreement (if applicable).

9.3 In the case of injury or illness caused to a customer or consumer, or in the case of any damage caused by the Products the Buyer will contact the Supplier by telephone and will give the relevant details. The Supplier must then contact the customer or consumer immediately after such notification and confirm to the Buyer any action it intends to take in relation to the complaint. Thereafter, close liaison must be maintained by the Supplier with the customer or consumer until the matter is resolved to the Buyer's satisfaction.

10 CRISIS MANAGEMENT

10.1 The Supplier must have in place and agreed with the Buyer a clearly defined crisis management procedure, including product recall procedures, and will provide written details of out of hours contacts to the Buyer's technical department before supply commences under these Terms and Conditions.

10.2 If the Supplier requests that the Buyer checks or isolates certain batch codes of Products, then the Buyer will charge the Supplier a reasonable fee prior to carrying out such action.

11 PRODUCT RECALL

11.1 The Supplier shall immediately notify the Buyer in writing providing all relevant details if it discovers that there is:

(a) any defect in the Products which have been delivered to the Buyer at any time; or

(b) any error or omission in the instructions for the use of the Products;

(whether or not any such defect, error or omission represents a breach of any warranty which causes or may cause any risk of death, injury or damage to property).

11.2 The Buyer may at its sole discretion and at the Supplier's own cost:

(a) recall any Products or any other products into which the Products have been incorporated and sold by the Buyer to its customers (whether for a refund, credit or replacement which shall in each case be undertaken by the Supplier at the Buyer's option); and/or

(b) issue any notification whether in writing or otherwise to its customers about the manner of use or operation of any Products or any other products into which the Products have been incorporated and sold by the Buyer to its customers,

in each case on the basis of the identification (by the Buyer, its customers or any third party) of any defect in the relevant Products or any error or omission in the instructions for their use (whether or not that defect, error or omission represents a breach of any warranty) which the Buyer reasonably concludes affects or may affect any of the Products supplied which causes or may cause any risk of death, injury or damage to property.

12 INDEMNITY

12.1 In addition to any other remedy available to the Buyer, the Supplier irrevocably and unconditionally agrees to indemnify the Buyer, its employees, sub-contractors and agents (who shall have no duty to mitigate their loss) in full and on demand against all liabilities,

losses, claims, demands, actions, proceedings and all direct and indirect damages, costs, charges and expenses (including without limitation legal and other professional advisers' fees, economic loss, loss of profit, future revenue, reputation, go odwill, anticipated savings) and any consequential loss made against, incurred or suffered by any of them or paid by the Buyer whether wholly or in part or indirectly as a result of or in connection with:

(a) a breach of any warranty by the Supplier in relation to the Products; or
(b) any claim that the Products infringe, or their purchase, importation, use or resale, infringes the patent, copyright, registered or unregistered design right, trade mark or other intellectual property rights of any other person; or
(c) any claim made against the Buyer in respect of any breach or alleged breach by the Buyer of any statutory provision, regulation, bye-laws or other law arising from the acts or omissions of the Supplier or its employees, agents or subcontractors; or
(d) any liability under the Goods Legislation; or
(e) any act or omission of the Supplier or its employees, agents or sub-contractors in supplying and/or delivery the Products; or
(f) the withdrawal of the Products from sale as a result of manufacturing or legal defects, or the Product becoming unsaleable for any reason; or
(g) any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of or in connection with defects in Products, to the extent that the defects in the Products are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; or
(h) any breach of these Terms and Conditions by the Supplier, its employees, agents or sub-contractors or any act or omission by any of them including any delays and any costs or liabilities incurred by the Buyer in having to cancel any Order as a result of any such breach, act or omission or any other warranty or condition concerning the Products whether express or implied by statute or otherwise.

12.2 The Supplier shall give the Buyer reasonable assistance in connection with the defence of any claim or action made against the Buyer or the Supplier in respect of any Products and shall not at any time admit liability or attempt to settle or compromise the said claim or action without prior consultation with the Buyer.

13 INSURANCE

13.1 The Supplier shall at all times maintain professional indemnity insurance (if applicable), employer's liability insurance, product liability insurance and public liability insurance with a reputable insurer having regard to its obligations and liabilities under the Contract and shall produce the policy and latest premium receipt to the Buyer on demand. The Supplier shall do nothing to invalidate any of the policies maintained in force in accordance with this Condition 13.

13.2 The Supplier will provide all facilities, assistance and information reasonably required by the Buyer or its insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the performance of or purported performance of, or failure to perform the Contract.

13.3 Unless otherwise specified in writing by the Buyer the following minimum levels of insurance cover shall be maintained:

(a) employer's liability insurance: not less than £10,000,000 (ten million) for each and every incident inclusive of costs and expenses; and
(b) public/product liability insurance written on an occurrence basis: not less that £5,000,000 (five million) for each and every claim.

13.4 Condition 13 shall survive any termination of the Contract.

14 TERMINATION

14.1 The Buyer shall be entitled to cancel an Order in respect of all or part of the Products with immediate effect by giving notice to the Supplier at any time prior to delivery without incurring any liability to the Supplier other than to pay for any Products already delivered at the time of such notice.

14.2 The Buyer shall be entitled to terminate the Contract immediately and without liability to the Supplier and reserving all rights of the Buyer by giving notice to the Supplier at any time if:

(a) the Supplier is in material breach of any of its obligations under the Contract and that breach cannot be remedied; or
(b) the Supplier is in material breach of an obligation under the Contract which can be remedied, but the Supplier fails to do so within 30 days of being required in writing to remedy or desist from such breach; or
(c) the Supplier commits more than one breach of the Contract, the result of which is that the Buyer reasonably believes that the Supplier would continue to deliver a substandard performance over the one month period immediately after the service of any notice to remedy any breach; or
(d) the Supplier proposes any voluntary arrangement with its creditors (within the meaning of Section 1 or Section 253 of the Insolvency Act 1986) or an interim order is made in relation to the Supplier under Section 252 of the Insolvency Act 1986, or any other steps are taken or negotiations commenced by the Supplier or any of its creditors with a view to proposing any kind of administration, provisional liquidation, composition, compromise or arrangement involving the other party and any of its creditors; or
(e) the Supplier is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or calls a meeting for the purpose of passing a resolution to wind it up, or such a resolution is passed, or a resolution is passed by the directors of the Supplier to seek a winding up or administration order, or the Supplier presents, or has presented, a petition for a winding up order, or presents, or has presented, a petition to appoint an administrator, or has an administrative receiver, or receiver appointed over all or any part of its business, undertaking, property or assets; or
(f) the Supplier suspends or threatens to suspend, ceases or threatens to cease, to carry on business, or substantially changes the nature of its business; or
(g) a material change in the ownership, structure or product range of the Supplier occurs; or the Supplier's financial position deteriorates to such an extent that in the Buyer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
(h) the Buyer reasonably believes that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

14.3 The termination of the Contract shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.

14.4 Upon termination of the Contract for any reason whatsoever:

(a) (subject to Condition 14.3 above) the relationship of the parties shall cease save as (and to the extent) expressly provided for in this Condition 14.4;

(b) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect; and

(c) the Supplier shall immediately return to the Buyer (or if the Buyer so requests by notice in writing, destroy) all of the Buyer's property in its possession at the date of termination including all confidential information, together with all copies of such confidential information and shall certify that it has done so, and shall make no further use of such confidential information.

15 INTELLECTUAL PROPERTY

15.1 The Supplier shall grant or procure the grant of an adequate licence or sub-licence to the Buyer at no extra cost, of any intellectual property rights which the Supplier does not own, incorporated or utilised in any work done by the Supplier for the Buyer in pursuance of the Contract sufficient to enable the Buyer to make full use of such work or promote or sell the Product in which such results are incorporated.

15.2 The Buyer shall be entitled to use or disclose details of any materials or intellectual property rights in any materials belonging to the Supplier that are necessary to enable the Buyer to provide a description of the Product, including, but not limited to, using or disclosing such information in relation to the specification of the Product that is sufficient to enable the Buyer to successfully re-tender the supply of, or to successfully obtain the supply of, a product equivalent to or substantially similar to the Product.

15.3 The Supplier hereby agrees and undertakes promptly at the request of the Buyer, but at its own cost, to do all such acts or deeds, or execute all such documents that are or may be required by the Buyer to give effect to the provisions and intentions of this Condition 15.

15.4 If the Supplier provides the Buyer with any Products which are **not** Own Label Products ("**Branded Products**"), any Intellectual Property Rights in any material (including but not limited to Branded Products or packaging) which is specifically created for the Buyer by the Supplier (or any of its employees, agents or sub-contractors) in connection with providing the Branded Products and any copies made by or for the Supplier, shall be the property of the Buyer, or will automatically vest in the Buyer on the date on which the same are created under the Contract or are provided to the Buyer. Such Intellectual Property Rights shall only be used by the Supplier for the purposes of the Contract, shall be treated by the Supplier as strictly confidential in accordance with Condition 16 and shall be returned by the Supplier immediately on request to the Buyer at the Supplier's sole risk and cost. The Supplier hereby assigns (and agrees to procure that any such employees, agents or sub-contractors assign) all such Intellectual Property Rights to the Buyer with full title guarantee and free from any third party rights.

16 CONFIDENTIALITY

16.1 All information supplied to the Supplier by the Buyer at any time in connection with the Contract:

(a) is and remains the Buyer's property and must be returned to the Buyer on request;

(b) shall be kept secret and confidential by the Supplier, its employees, agents or sub-contractors;

(c) shall not without the prior written consent of the Buyer be published or disclosed to any third party or used by the Supplier except for the purpose of carrying out its obligations under the Contract;

(d) only disclose such confidential information to those of its employees, agents and sub-contractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, or as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction; and

(e) shall ensure that such employees, agents and sub-contractors comply with the obligations set out in this Condition as though they were a party to the Contract.

16.2 The Supplier shall not advertise or announce or otherwise publicise the existence of or disclose to any person the provisions in or existence of the Contract nor make use of the Buyer's name for promotional or publicity purpose without the Buyer's prior written consent.

16.3 The Supplier's obligations under Condition 16 shall remain in force notwithstanding completion, cancellation or termination of any Contract.

17 COMPLIANCE

17.1 In performing its obligations under the Contract, the Supplier shall:

(a) comply with:

(i) all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption in force from time to time including but not limited to the Bribery Act 2010;

(ii) all applicable anti-slavery and human trafficking laws, statutes, regulations and codes in force from time to time including but not limited to the Modern Slavery Act 2015;

(iii) Regulation (EU) No. 1169/2011; and

(iv) all applicable laws, statutes, regulations and codes relating to data protection and privacy from time to time including but not limited to Data Protection Act 1998 , the Privacy and Electronic Communications (EC Directive) Regulations 2003 and the General Data Protection Regulations

(v) the Buyer's Code of Conduct in place from time to time,

(the **"Relevant Requirements"**);

(b) not engage in any activity, practice or conduct which would constitute an offence under:

(i) sections 1, 2 or 6 of the Bribery Act 2010;

(ii) sections 1, 2 or 4 of the Modern Slavery Act 2015; or

(iii) sections 45 or 46 of the Criminal Finances Act 2017;

(c) have and maintain throughout the term of the Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and Condition 17.1(b)(i), and will enforce them where appropriate;

(d) promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract;

(e) notify the Buyer as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Contract; and

(f) immediately notify the Buyer in writing if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier and the Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of the Contract.

17.2 The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with the Contract (including agreed subcontractors and suppliers) does 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 Condition 17 (**"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.

17.3 Breach of this Condition 17 shall be deemed a material breach under Condition 14.2.

17.4 For the purpose of this Condition 17, the meaning of adequate procedures, whether a person is associated with another person or a foreign public official shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), section 8 of that Act and sections 6(5) and 6(6) of that Act respectively. For the purposes of this Condition 17 a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

18 FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from an event, circumstances or cause beyond its reasonable control ("Force Majeure Event"). The Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations. If a Force Majeure Event prevents, hinders or delays a party's performance of its obligations for a continuous period of more than 30 Days ("Defaulting Party"), the other party may terminate the Contract immediately by giving written notice to the Defaulting Party.

19 DISPUTE PROCEDURE & MEDIATION

19.1 If a dispute shall arise between the Buyer and a Supplier concerning any matter arising from these Terms and Conditions then the dispute shall in the first instance be discussed between the Buyer's buyer and Supplier in good faith. In the absence of agreement within 15 days, the matter will be referred to the head of department within the Buyer or the Buyer's buying director and the equivalent for the Supplier. In the absence of a resolution to the dispute within a further 15 days the matter may be referred on to the Managing Director of the Buyer and the equivalent for the Supplier.

19.2 If bi-lateral negotiations under Condition 19.1 above cannot resolve a dispute within 90 days of that dispute arising, the Buyer shall at the shared cost of the parties offer the services of a mediator to assist, who shall for the purposes of this Condition 19 be such independent person or persons as shall be appointed by the Buyer from time to time to provide mediation services.

20 GENERAL

20.1 The Contract is personal to the Supplier and the Supplier shall not transfer, assign, charge, dispose of or deal with in any manner or purport to do the same in whole or in part any of its rights/obligations or beneficial interests under the Contract without the prior written consent of the Buyer (in which case the Supplier shall remain solely responsible to the Buyer for its obligations under the Contract).

20.2 The Supplier shall not sub-contract any of its rights or obligations under the Contract without the Buyer's prior written consent. If the Buyer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for the acts and omissions of the sub-contractor as it they were its own.

20.3 Failure or delay by the Buyer in enforcing or partially enforcing any provision of the Contract is not a waiver of any of its rights under the Contract. Any waiver by the Buyer of any breach of the Contract shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach.

20.4 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, then the same shall be deemed omitted from these Terms and Conditions and the validity of the remainder of the provision shall not be affected.

20.5 The Supplier shall not exercise any right of lien, general or otherwise and howsoever arising, over any Products or any other property of the Buyer in the Supplier's possession, in respect of any sums owed by the Buyer to the Supplier under the Contract or otherwise.

20.6 Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties and no employee of the Supplier shall be deemed to be or have become an employee of the Buyer.

20.7 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.8 Any notice given under these Terms and Conditions shall be in writing and delivered by fax, email or first class post to the address of the party specified in the Contract, or such other address as is notified to the other party from time to time.

20.9 The Terms and Conditions shall be governed by the laws of England, and the parties submit to the exclusive jurisdiction of the English Courts provided that the Buyer may take proceedings in any other courts with jurisdiction, whether concurrently or not.

20.10 The Contract does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.

Signed by (Name) ……..
for and on behalf of (Supplier) Director

Dated ……..