

C&C GROUP PURCHASE TERMS AND CONDITIONS

1. INTRODUCTION AND DEFINITIONS

1.1 Unless otherwise defined below, words and phrases shall have the meanings given in the Terms:

“Containers” means casks, kegs, pallets, returnable bottles containers, vessels, packaging, labels, capsules or closures and cases and gas cylinders;

“Contract” means a contract between the Customer and the Supplier for the supply of Goods and/or Services in accordance with these Terms;

“Customer” means the C&C group company stated in the Order on behalf of who the Order is placed;

“Customer’s Policies” means the Customer’s policies, Codes of Practice, and procedures as set out on the Customer’s website or otherwise provided to the Supplier as may be updated from time to time (including those relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods and/or the provision of the Services);

“Deliverables” means all documents, products and materials supplied or developed by the Supplier or its agents, contractors and employees as part of or in relation to the Goods and/or Services in any form or media;

“Goods” means the products and materials (or any part of them) set out in the Order and which are to be supplied to the Customer in accordance with these Terms;

“Order” means the Customer’s order for the supply of Goods and/or Services as set out in the Customer’s purchase order, in the Customer’s written acceptance of the Supplier’s quotation or as otherwise agreed in writing by the Customer;

“Services” means the services, including any Deliverables, set out in the Order and which are to be supplied to the Customer in accordance with these Terms;

“Specification” means the specification for the Goods and/or Services provided by the Customer (or as otherwise agreed between the Customer and the Supplier) which may take the form of a ‘Product Information Sheet’, ‘New Line Form’, ‘Technical Specification’ or other form.

“Supplier” means the person, company or firm from whom the Customer purchases the Goods and/or Services;

“Terms” means these terms and conditions as amended from time to time by the Customer in accordance with **clause 19.9 (Variation)**; and

“VAT” means value added tax chargeable under English law for the time being and any similar additional sales or supply tax charged under English law or the law of any other jurisdiction.

2. ORDERS

2.1 An Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Terms.

2.2 The Order shall be deemed to be accepted on the earlier of the Supplier issuing written acceptance of the Order or any act by the Supplier consistent with fulfilling the Order, at which point a Contract shall be formed.

2.3 If the Customer assigns a purchase order number to an Order each party will use the relevant Order number in all subsequent correspondence relating to the Order.

2.4 The Customer may at any time prior to commencement of the Services or despatch or collection of the Goods amend or cancel an Order by written notice to the Supplier. If the Customer amends or cancels an Order, its liability to the Supplier will be limited to payment to the Supplier of all costs reasonably incurred by the Supplier in fulfilling the Order up until the date of receipt of the notice of amendment or cancellation, except where the amendment or cancellation results from the Supplier’s failure to comply with its obligations under the Contract in which case no compensation shall be payable.

2.5 These Terms apply to the Contract to the exclusion of any other terms that the Supplier may seek to impose or incorporate

(including, without limitation, any terms on the Suppliers written acceptance of a Customer’s order or similar document), or which may be implied by trade, custom, practice or course of dealing.

2.6 These Terms shall apply to the supply of both Goods and Services except **clause 3 (Supply of Goods)**, **clause 4 (Delivery of Goods)** and **clause 6 (Inspection and Testing of Goods)** shall only apply to the supply of Goods and **clause 8 (Supply of Services)** shall only apply to the supply of Services.

3. SUPPLY OF GOODS

3.1 The Supplier agrees to supply the Customer such Goods as the Customer may order pursuant to **clause 2 (Orders)** and in accordance with the provisions of the Contract.

3.2 The Supplier undertakes:

- (a) to satisfy the Customer’s Orders for the Goods in accordance with these terms;
- (b) to provide the Goods in accordance with the Specification;
- (c) to provide the Customer required or requested information in respect of the Goods (including but not limited to the ingredient, allergen information, ABV or volume of the Goods, confirmations or verification required under the Alcohol Wholesale Registration Scheme managed by HMRC in the UK, adequate evidence of the duty status of any Order, (as applicable));
- (d) to ensure continuity of supply of the Goods;
- (e) if applicable, to give the Customer at least 12 weeks’ notice of its intention to roll over to another vintage to meet Orders for any vintage specific Goods or any substantial changes to the blend of the Goods; and
- (f) to adhere to lead times for production and delivery of Goods.

3.3 The Supplier shall inform the Customer promptly (and in accordance with any Customer’s Policies (if applicable)) of any circumstance that will or might foreseeably interrupt, delay or interfere with the availability of any Goods including any Containers.

3.4 Where the Supplier provides a forecast, the Customer may acknowledge the forecast but this does not mean an Order has been accepted. Any forecast provided may be subject to change.

4. DELIVERY OF GOODS

4.1 Delivery of the Goods shall be completed once the Goods are unloaded by the Supplier at the Customer’s premises or such other location set out in the Order or as instructed by the Customer before delivery, provided that delivery is acknowledged by an authorised member of the Customer’s staff or its agents. Title in the Goods shall pass to the Customer on delivery, or if earlier, upon payment relating to the relevant Goods. Risk will pass to the Customer on completion of delivery.

4.2 The Supplier shall deliver the Goods on the date specified in the Order or, if no such date is specified, then within two days of the date of the Order and during the Customer’s normal hours of business or as instructed by the Customer. Time of delivery is of the essence.

4.3 The Supplier shall not deliver the Goods in instalments without the Customer’s prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately.

4.4 The Supplier shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition, pallets used for delivery must be of a good quality and be four-way entry pallet. Pallets must be correctly loaded and packed in accordance with health and safety obligations.

4.5 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, documentation for excise purposes, the Order number (if any), an itemised list of the type and quantity of the Goods (including the code number of the Goods (where applicable)),

special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

4.6 Where applicable and unless otherwise agreed with the Supplier, the Supplier shall ensure that Goods have at least 80% of their shelf life remaining at the point of delivery to the Customer or as otherwise set out in the Customer's Policies.

4.7 If the Supplier:

(a) delivers less than 100% of the quantity of Goods on any Order, the Customer may at its discretion, take the quantities supplied and pay the applicable Price in respect of those Goods actually supplied or without liability reject the Goods within the relevant Order; or

(b) delivers more than 105% of the quantity of Goods on any Order, the Customer may at its discretion, take the quantities supplied and pay the applicable Price in respect of those Goods actually supplied or without liability reject the Goods or reject the excess Goods within the relevant Order; and any rejected Goods will be returnable to the Supplier at the Supplier's risk and expense, which for the avoidance of doubt will include any cost related to processing and shipment of such Goods.

4.8 If the Supplier delivers less than the quantity of Goods Ordered and the Customer accepts the delivery, the Supplier shall expediate delivery to fulfil the remainder of the order, the Supplier shall waive any minimum order quantity to do so and satisfy any fees the Customer faces.

4.9 The Customer will be entitled to require the Supplier to repay the price of any rejected Goods in full where such price has been paid or require the Supplier to issue a credit note in respect of the applicable invoice (or applicable part thereof).

5. RETURNS

5.1 Unless otherwise agreed, Goods shall be supplied on a 'sale or return' basis and the Customer may return to the Supplier, the Goods that the Customer does not use on a date agreed by the Customer and Supplier, in the pack format that it is sold. The Customer shall not be charged for the cost of returns.

5.2 Title and Risk in Equipment or Containers that are returnable shall remain with the Supplier. The Customer shall not be liable for any Equipment or returnable Containers which are not returned or are returned damaged or in a poor or unusable condition or are only returned after an unreasonable delay.

6. INSPECTION AND TESTING OF GOODS

6.1 The Customer shall have the right to inspect and test Goods in accordance with the Customer's Policies at any time before delivery, and if applicable the Supplier agrees to provide one sample free of charge for every new listing of Goods or as set out in the Customer's Policies.

6.2 The Supplier shall remain fully responsible for the Goods despite any inspection or testing of the Goods by the Customer and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

6.3 If following such inspection, testing or provision of samples the Customer considers that Goods do not conform or are unlikely to comply with the Supplier's obligations under the relevant Order, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. The Customer may in its sole discretion reject, return, require a replacement or rectification of the Goods and in each case recover its loss, costs and expenses from the Supplier.

7. PRODUCT RECALL

7.1 The Supplier must immediately notify the Customer in writing if it becomes aware of any serious or recurring quality problems with any Goods and/or Deliverables. The Supplier must ensure that it complies with the Customer's product recall procedure (as may be notified to the Supplier from time to time). If the Customer has not provided the Supplier with its product recall procedure, the

Supplier must follow its own procedure (but still act in accordance with this clause 7).

7.2 If the Customer becomes aware of any serious or recurring quality problems with any Goods and/or Deliverables supplied by the Supplier, it may notify these to the Supplier. For the avoidance of doubt, the Customer's awareness or notification shall in no way limit the Supplier's liability or obligations under these Terms and failure by the Customer to notify shall not constitute waiver.

7.3 Following notification under clauses 7.1 or 7.2, the Supplier must within 48 hours provide the Customer with details of any proposed corrective action which will then be reviewed by the Customer. If the Supplier's proposal is:

(a) satisfactory to the Customer, the Supplier will have 3 business days to implement such proposal; or

(b) unsatisfactory to the Customer, this will constitute a material breach of the Contract and the relevant Order and the Customer will have the right to terminate the Contract and/or the relevant Order, notwithstanding any other remedies it may have.

7.4 The Supplier agrees to reimburse to the Customer all costs and expenses relating to quality complaints regardless of whether clause 7.3 above has been invoked. For the avoidance of doubt, costs and expenses include, without limitation, administrative costs, compensation, loss of profit or any loss on a sale, costs of collection, transport and/or disposal, any penalties or claims incurred by the Customer or its clients as a result of any complaint or product recall.

7.5 Notwithstanding any product recall procedure notified to the Supplier by the Customer, the Supplier must at all times have a product recall procedure in place in readiness of any major incident where the Goods and/or Deliverables potentially pose a health and safety risk to any individual and ought reasonably to be recalled. The Customer reserves the right to request evidence of any such procedure being in place at any time and without notice.

8. SUPPLY OF SERVICES

8.1 The Supplier shall from the date set out in the Order and for the duration of the Contract provide the Services.

8.2 The Supplier shall meet any performance dates for the Services specified in the Order and/or Specification or that the Customer notifies to the Supplier and time is of the essence in relation to such dates.

8.3 In providing the Services, the Supplier shall:

(a) co-operate with the Customer in all matters relating to the Services and all instructions of the Customer;

(b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, and in accordance with any Specification;

(c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

(d) provide all equipment, and such other items as are required to provide the Services (including, without limitation, any materials required to allow the Customer to maintain, operate, install or make use of the Services);

(e) maintain complete and accurate records of the time spent and materials used by the Supplier and the Supplier shall allow the Customer to inspect such records at all reasonable times on request; and

(f) use the best quality goods, materials, standards and techniques, and ensure that the Services will be free from defects in workmanship, installation and design.

9. SUPPLIER'S OBLIGATIONS

9.1 The Supplier warrants and represents that:

(a) the Goods are of satisfactory quality (within the meaning of the Sale of Goods Act 1979);

- (b) the Goods are free from all defects in design, materials and workmanship;
- (c) the Goods and Services shall at all times comply with all applicable law, statutory and regulatory requirements (including any codes of practice) and the Customer's Policies (including the Customer's Code of Conduct);
- (d) the Goods and Services conform with all descriptions, the Specification and be fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
- (e) it shall observe all health and safety rules and security requirements that apply at any of the Customer's premises;
- (f) it shall not do or omit to do anything which may have a negative impact on the Customer's reputation or goodwill or to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business;
- (g) it shall hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier ("**Customer Materials**") in good condition, safe custody at its own risk and in accordance with **clause 14 (insurance)**, until returned to the Customer. The Supplier shall not dispose or use the Customer Materials other than in accordance with the Customer's prior written instructions or authorisation; and
- (h) where it has been agreed that the Goods will be supplied with equipment or Containers (including but not limited to dispensing equipment) ("**Equipment**"), the Supplier shall ensure the Equipment also meets the standard of the Goods as set out in this clause 9.1.

9.2 The Supplier shall in supplying the Goods and Services, at its own cost:

- (a) ensure that it has and maintains, at all times, all necessary and applicable licences, permissions, authorisations, consents and permits;
- (b) proactively work with and comply with the reasonable requirements of the Customer and its other suppliers and licensors;
- (c) promptly notify the Customer if any act or omission on the part of the Customer or a supplier or licensor may jeopardise the proper and timely delivery of the Goods and/or Services (and shall continue to so notify at regular intervals until such failure is addressed); and
- (d) at all times use its reasonable endeavours to resume and expedite the performance of the Supplier's obligations under this Contract as soon as possible so as to complete the same in accordance with this Contract.

10. CHARGES AND PAYMENT

10.1 The price for the Goods and Services shall be the price set out in the Order ("**Price**") and shall be inclusive of the costs of packaging, insurance, duties and levies (if applicable) and delivery, and in the case of Services, be the full and exclusive remuneration of the Supplier in respect of the performance of the Services and include every cost and expense of the Supplier directly or indirectly incurred (including, without limitation, any disbursements). No extra charges shall be effective unless agreed in advance by the Customer in writing.

10.2 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

10.3 The Customer shall be entitled to make reasonable variations in scope, Specification, quantity or delivery in relation to the Goods and Services. The Supplier must notify the Customer within 5 working days of receiving any such request, if it is of the opinion that any such request shall have an impact upon Price, delivery times or other terms of the Contract (failure to do so shall entitle the Customer to assume any such variation has been accepted by the Supplier). The parties shall acting in good faith discuss any requested changes by the Supplier to the Price, delivery times or other terms of the Contract and record the agreed output of these discussions which shall form part of the Contract (provided that the Supplier shall implement any requested changes whilst such discussions are ongoing).

10.4 The Supplier shall invoice the Customer,

- (a) in respect of Services, on completion of the Services and the Customer shall pay the undisputed invoiced amounts within 60 days from receipt of a correctly rendered invoice; and
- (b) in respect of the Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery or collection of the Goods by the Customer, payment will be made within the number of days as is applicable for the corresponding place of delivery or collection as applicable to each consignment:

Origin	No. of days
UK	60
Europe	90
Rest of the World	120

10.5 Each invoice shall be in pounds sterling (unless agreed in writing) and include such supporting information required by the Customer to verify the accuracy and the Customer shall pay the undisputed invoiced to a bank account nominated in writing by the Supplier.

10.6 The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier.

10.7 If a party fails to make any payment due to the other under this Contract and/or any Order by the date falling 30 days from the due date for payment (**the "Due Date"**), then the defaulting party may pay interest on the overdue amount from such date at the rate of 2% per annum above the base rate for the time being of Lloyds TSB Bank plc. Such interest will accrue from the date falling 30 days from the Due Date, on a daily basis (both before and after judgement) and be compounded yearly.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 All intellectual property rights arising from any Goods and/or Services which are created for the Customer shall become the Customer's exclusive property from the time that payment is made in accordance with **clause 10 (Charges and Payment)** unless specifically agreed otherwise by the Customer in writing. The Supplier may use those intellectual property rights only as properly and reasonably required in connection with the Contract. For the avoidance of doubt, all Customer Materials are the exclusive property of the Customer.

11.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, sub-licensable, non-exclusive, royalty-free perpetual and irrevocable licence in respect of all intellectual property rights in the Goods and/or Services that do not belong to the Customer under clause 11.1 for the purpose of using, amending, developing the Goods and/or Services.

11.3 If applicable, the Supplier shall provide high resolution images of the Goods to the Customer for printing in the Supplier's marketing materials in accordance with the Customer's Policies.

11.4 The Supplier shall and shall procure that its agents, employees and sub-contractors shall execute any documents or do anything else reasonably required by the Customer to obtain, maintain, defend, enforce and secure full and free right to use those intellectual

property rights referred to in clause 11.1 and to secure the licence referred to in clause 11.2.

12. CUSTOMER REMEDIES

12.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, and/or fails to otherwise deliver the Goods and/or Services in accordance with the terms of the Contract, the Customer shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:

- (a) to reject the applicable Goods and/or the Services without liability;
- (b) to terminate the Contract without liability with immediate effect by giving written notice to the Supplier;
- (c) to refuse any subsequent performance of the Services and/or delivery of the Goods attempted by the Supplier;
- (d) to require the Supplier to deliver replacement Goods and/or Services at the Supplier's cost;
- (e) to recover from the Supplier any costs incurred in obtaining substitute goods and/or services from a third party;
- (f) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and / or
- (g) to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure(s).

12.2 These Terms extend to substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

12.3 The Customer's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

13. INDEMNITY

13.1 The Supplier shall fully indemnify and hold the Customer harmless against all liabilities, costs, expenses, damages and losses suffered or incurred by the Customer or its group of companies arising out of or in connection with:

- (a) any breach by the Supplier of **clauses 9.1(c) (Supplier's Obligations)** and/or **18.1 (Ethical and Sustainable Procurement)**;
- (b) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services;
- (c) death or personal injury arising out of, or in connection with, the supply of the Goods and/or performance of the Services; and
- (d) damage to property arising out of, or in connection with, the supply of the Goods and/or performance of the Services.

13.2 Subject to clause 13.3 the Supplier's liability in contract, tort (including negligence), breach of statutory duty or otherwise shall be limited to:

- (a) £10,000,000 per occurrence for liability in respect of the indemnity outlined in **clause 13.1(d)**; and
- (b) for all other liabilities, in aggregate under all Contracts in any 12 month period, the higher of: (i) £100,000; or (ii) 150% of the total Price paid or payable under all Contracts in the previous 12 months.

13.3 The exclusions and limitations outlined in this Contract shall not apply to:

- (a) liability in respect of the costs as outlined in **clause 7.4 (Product Recall)**;
- (b) the indemnities outlined in **clause 13.1(a), (b) and (c)**; or
- (c) any breach of **clause 15 (confidentiality)**.

13.4 The Customer's total liability under or arising in connection with the Contract whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited to the Price.

13.5 Neither party shall be liable in contract, negligence or otherwise for any indirect or consequential loss.

14. INSURANCE

14.1 During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company professional indemnity insurance (if applicable), product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract providing cover in the amount of not less than £10,000,000 per policy and per claim or series of related claims. The Supplier shall on the Customer's request, produce insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance policy.

15. CONFIDENTIALITY

15.1 Each party shall not use the other party's confidential information for any purpose other than to perform its respective obligations under the Contract and in the case of the Customer to receive the benefit of the Goods and/or Services. The receiving party shall not at any time, and for a period of five years after termination of the Contract, disclose to any person any information obtained from the disclosing party (including, without limitation, performance data, information concerning the business, affairs, customers, clients or suppliers of the disclosing party) except as permitted by clause 15.2.

15.2 The receiving party may disclose the disclosing party's confidential information: (a) to its employees, group companies, agents, officers, representatives, subcontractors or advisers ("**Third Parties**") who need to know such information for the purposes of carrying out the receiving party's obligations under the Contract and on the basis such Third Parties are subject to confidentiality restrictions as onerous as those set out in the Contract; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

16. TERMINATION

16.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party, if the other party:

- (a) commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified in writing to do so;
- (b) repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or
- (c) takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or otherwise suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

16.2 Without affecting any other right or remedy available to it, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier:

- (a) if there is a change of control of the Supplier; or
- (b) for convenience by giving the Supplier not less than 30 days' written notice (subject to the Customer paying the reasonable and documented costs incurred by the Supplier for the supply of the Goods and/or Services as at the date of notice of termination).

17. CONSEQUENCES OF TERMINATION

- 17.1 On termination, the Supplier shall immediately deliver to the Customer all Goods and Deliverables paid for whether or not then complete and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any other purpose.
- 17.2 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 17.3 Any provision of the Contract that is by implication intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect including clauses **11 (Intellectual Property Rights)**, **12 (Customer Remedies)**, **13 (Indemnity)**, **14 (Insurance)**, **15 (Confidentiality)**, **17 (Consequences of Termination)** and **19 (General)**.
- 17.4 If the Goods are supplied on a sale or return basis, if either party gives the other notice of termination in accordance with clause 16 (*Termination*), the Supplier shall accept the return of the Goods in accordance with the Customer's Policies.
- 17.5 If any Goods supplied by the Supplier are not accepted for return by the Supplier pursuant to clause 17.4 the Customer may continue to sell or distribute any such remaining Goods.

18. SUSTAINABLE AND ETHICAL PROCUREMENT

- 18.1 The Supplier shall at all times comply with: (a) Customer's Code of Conduct (available at: <https://candcgroupplc.com/policies/>) and the Customer's Policies; (b) all applicable laws, statutes and regulations relating to anti-bribery and corruption including but not limited to the Bribery Act 2010; and (c) all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015. Any breach of this clause shall be a material breach of the Contract.
- 18.2 The Supplier shall actively engage in providing full and accurate information in any supplier onboarding processes, or any subsequent supplier due diligence process as requested by the Supplier or the Supplier's third party appointed representative.
- 18.3 The Supplier shall provide the Customer with any required or requested information in respect of the Supplier, the Goods and/or the Services in relation to the environment and sustainability (including but not limited to information in respect of emissions, carbon footprint, and plastic use).

19. GENERAL

- 19.1 **Entire Agreement:** The Contract constitutes the entire agreement and understanding of the parties and supersedes all previous oral or written representations, undertakings and agreements relating to the Goods and/ Services.
- 19.2 **Assignment, Sub-contracting:** The Customer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract. The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Customer.
- 19.3 **Notices:** Any notice or other communication under these Terms shall be delivered personally, couriered, sent by recorded delivery or equivalent to the other party's address, or sent via email to the email address (as advised in writing from time to time). Such notice is treated as having been given and received: (i) if delivered or couriered, on the day of delivery if a business day, otherwise on the next business day; (ii) two business days after posting if sent by recorded mail or equivalent; or (iii) if sent by email, one business day after transmission.

- 19.4 **Unenforceable Provisions:** The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of the remaining terms or rights. Any invalid or unenforceable term shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted.
- 19.5 **Waiver:** The failure of the Customer to insist upon the strict performance of any of the Terms shall not be construed as a waiver of any such term and shall in no way affect the Customer's right to enforce such provision later.
- 19.6 **Status:** The Customer engages the Supplier as an independent contractor. Nothing in this Contract shall create a partnership or the relationship of principal and agent or employer and employee.
- 19.7 **Limitations:** Nothing in these Terms limits or excludes any liability which cannot legally be excluded or limited, including but not limited to liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, and breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 19.8 **Third Party Rights:** Save for any company in the Customer's group of companies or any permitted assignee, a party who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 19.9 **Variation:** The Customer reserves the right to amend or update the Terms from time to time. No variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 19.10 **Audit:** The Supplier shall maintain in accordance with good industry practice, complete and accurate records demonstrating its compliance with the terms of the Contract, and shall allow the Customer or the Customer's authorised representatives or agents to have access to the Supplier's premises at all reasonable times in order to audit and take copies of such records or such other books and records related to the Contract.
- 19.11 **Data Protection:** Under the Contract, the Supplier and the Customer shall act as independent controllers. It is not anticipated that the Supplier shall process any personal data on behalf of the Customer as a data processor. If the Supplier shall process any such personal data, the Supplier agrees to enter into the Customer's separate Data Processing Agreement.
- 19.12 **Governing Law and Jurisdiction:** The Contract shall be governed by English law and the courts of England and Wales shall have exclusive jurisdiction in relation to any dispute relating thereto.