

GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS & SERVICES

1. DEFINITIONS

- 1.1 The headings of the clauses in these general terms and conditions (the “**General Terms and Conditions**”) are for the purpose of convenience and reference only and shall not be used in the interpretation of, or modify, or amplify the terms of these General Terms and Conditions, nor any clause hereof, unless a contrary intention clearly appears.
- 1.2 Words importing any one gender include the other genders; the singular includes the plural and *vice versa*; natural persons include created entities (corporate or unincorporated) and the state and *vice versa*;
- 1.3 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:
- 1.3.1 “**Agreement**” means the agreement concluded between Purchaser and Supplier consisting of the Purchase Order, these General Terms and Conditions, the Product Specifications (if applicable), and any other documents (or parts thereof) forming part of the Sourcing Event (if applicable), or otherwise in writing expressly incorporated into these General Terms and Conditions. Should there be any conflict between this Agreement and any other Purchaser proposed Service Level Agreement, the terms of the Service Level Agreement will prevail;
- 1.3.2 “**Applicable Laws**” means all laws, regulations, rules, executive orders, decrees, codes of practice, circulars, standards, guidelines, guidance notes or injunctions of, or made by, any government, statutory or regulatory body or any subdivision thereof and any ministerial or governmental, quasi- governmental or other regulatory department, body, instrumentality, agency or official, court or tribunal, which is binding and enforceable on or against the Supplier, the Goods, the Services or Purchaser including without limitation all standards of safety, agreed Specifications and all standards with regards to health, hygiene and the environment;
- 1.3.3 “**Business Day**” means any day other than a Saturday, Sunday or statutory public holiday in the United Kingdom, on which commercial banks are generally open for business;
- 1.3.4 “**Data/Personal Data**” shall have the meaning as set out in the Data Protection Laws;
- 1.3.5 “**Data Protection Laws**” means all applicable data protection and privacy legislation in force from time to time in the UK and EU including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
- 1.3.6 “**Delivery Note**” means a document accompanying a shipment/the delivery of goods that lists the description, and quantity of the goods **delivered**. A copy of the **delivery note**, is normally signed by the buyer or consignee, and returned to the seller or consignor as a proof of **delivery**;
- 1.3.7 “**Purchaser**” means CVH Spirits Ltd, registration number: SC109881, and having its registered office at 8 Milton Road, College Milton North, East Kilbride, Scotland, G74 5BU ;
- 1.3.8 “**General Terms and Conditions**” means the terms and conditions set out in this document, as may be updated by Purchaser from time to time;
- 1.3.9 “**Goods**” means all (or any) of the goods specified in the Purchase Order;
- 1.3.10 “**Intellectual Property Rights**” means any and all rights (including Copyright) in and/or to; (a) patents; (b) inventions, discoveries, utility models and improvements whether or not capable of protection by patent or registration; (c) drawings, formulas, processes, compositions of matter, formulations, methods of use or delivery, data, reports, specifications, source codes and any other computer programs or models; (d) copyright and related rights; (e) moral rights; (f) design rights; (g) trademarks and service marks (whether registered or not); (h) business or trade names, logos, domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition; (i) database rights; (j) confidential information, know-how, business methods, trade secrets; and (k) other intellectual property rights; in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.3.11 “**Packaging**” means all packaging for or relating to the Goods and Services, including, without limitation, all bags, cases, carboys, cylinders, drums, pallets and other containers.
- 1.3.12 “**Parties**” means collectively Purchaser and the Supplier, and “**Party**” means, as the context requires, any one of them;
- 1.3.13 “**Processing**” shall have the meaning ascribed in the Data Protection Laws;
- 1.3.14 “**Purchasing Agent**” means the duly authorised person appointed by Purchaser to place a Purchase Order and shall include, without limitation, the category head, sourcing managers and duly authorised buyer of Purchaser.
- 1.3.15 “**Purchase Order**” means the document in terms of which Purchaser places an order with the Supplier for the supply of Goods and Services.
- 1.3.16 “**Product Specifications**” means any specification (or the agreed scope of work in the case of Services) for the Goods or Services that is supplied by Purchaser in writing to Supplier or produced by Supplier and agreed in writing by Purchaser.
- 1.3.17 “**Services**” means the services specified in the Purchase Order.

- 1.3.18 **"Signed Acceptance of Delivery"** means in the case of Goods the proof of delivery indicating the amount and type of Goods delivered to a specific address, on a specific date, duly signed by a Purchaser representative; means in the case of Services, confirmation of completion of Services by the applicable Purchaser representative;
- 1.3.19 **"Sourcing Event"** means the procurement process followed to identify the most suitable supplier for the provision of the Goods and Services to be provided under this Agreement;
- 1.3.20 **"Supplier"** means the person, company or other legal entity to whom the Purchase Order is addressed.
- 1.4 This Agreement shall be binding on and enforceable by the permitted assigns or liquidators of the Parties as fully and effectually as if they had agreed to this Document in the first instance and reference to any Party shall be deemed to include such Party's permitted assigns or liquidators, as the case may be.
- 1.5 If any provision in a clause is a substantive provision conferring rights or imposing obligations on any Party, then notwithstanding that such provision is contained in such clause, effect shall be given thereto as if such provision were a substantive provision in the body of the document.
- 1.6 Where any term is defined within the context of any particular clause in this Agreement, the term so defined shall, unless it appears clearly from the clause in question that such term has limited application to the relevant clause, bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that such term has not been defined in this clause 1.
- 1.7 When any number of days is prescribed in this Agreement, they shall be reckoned inclusive of the first and exclusively of the last day.
- 1.8 Should the day for the performance of any obligation in terms of this Agreement fall on a day which is not a Business Day, then such obligation shall be performed on the immediately following Business Day.
- 1.9 Expressions defined in this Agreement shall bear the same meanings in any annexure which does not contain its own definition of the same expressions.
2. **STATUS OF THIS AGREEMENT**
- 2.1 This Agreement shall apply to the purchase by Purchaser from Supplier of all Goods or Services set out on the Purchase Order to the exclusion of all other terms and conditions, including any terms or conditions which are implied by trade, custom, practice or course of dealing or which Supplier may purport to apply, or which are endorsed upon any correspondence or documents issued by Supplier irrespective of their date of communication to Purchaser. However, should there be a conflict between this Agreement and any other Purchaser proposed Service Level Agreement in respect of the Goods or Services identified in the Purchase Order, such Service Level Agreement shall overrule these General Terms and Conditions.
3. **ORDERS:**
- 3.1 The Purchase Order constitutes an offer by Purchaser to purchase the Goods or Services specified therein in accordance with the terms of the Agreement. The Agreement shall be deemed to be accepted by Supplier on the earlier of: (a) Supplier issuing a written acceptance of the Purchase Order; or (b) Supplier doing any act consistent with fulfilling the Purchase Order, at which point this Agreement shall come into existence.
- 3.2 Purchaser will not be liable in respect of any Purchase Order(s) or instructions other than those issued or confirmed on its official Purchase Order documents, whether issued in hard copy or by email (in which case such documents shall be valid only when duly signed).
- 3.3 Purchaser shall, with reasonable written notice to the Supplier, be entitled to vary or cancel any Purchase Order ("Cancellation Purchase Order") placed with the Supplier without incurring any penalty or liability as a result thereof.
- 3.4 The Supplier shall be entitled to appoint sub-contractors or agents to assist the Supplier in the performance of certain of its obligations in terms of this Agreement, provided that the prior written approval of Purchaser shall be obtained, which approval shall not be unreasonably withheld, and provided that the Supplier shall ensure that such sub-contractor or agent is aware of, complies with and is bound by all the provisions of this Agreement. For the avoidance of doubt, the Parties record that the Supplier shall at all times remain responsible for the acts, deeds or omissions of all persons so appointed.
4. **PRICE AND PAYMENT:**
- 4.1 The price for the Goods or Services shall be the price set out in the Purchase Order. The price is exclusive of value added or other sales tax and, unless otherwise agreed in writing, not limited to the costs of all packaging, storage, handling, transport delivery and insurance.
- 4.2 Any increase in the price for any reason shall be subject to the express prior written consent of Purchaser.
- 4.3 Supplier shall submit all tax invoices in accordance with Purchaser's invoice requirements as communicated from time to time.
- 4.4 Purchaser shall not make payment on any invoice unless in possession of a document showing proof of delivery in the form of a Signed Acceptance of Delivery in respect of each and every delivery of the Goods and/or Services undertaken by the Supplier.
- 4.5 Payment will be made 60 (sixty) days from the date of invoice, unless otherwise agreed in writing. Purchaser reserves the right to amend these terms as reasonably required. Purchaser reserves the right to set off any sums in respect of which Supplier may be in default to Purchaser. Payment for Goods and Services shall be made by EFT as set out in the invoice.
- 4.6 The correct Purchase Order number must be quoted on all invoices, and Purchaser will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such Purchase Order numbers.

- 4.7 In the event Purchaser reasonably considers that any invoice submitted by Supplier is defective or relates to Goods supplied or Services provided other than in accordance with Supplier's obligations under this Agreement, Purchaser shall be entitled to withhold payment of the disputed amount (without prejudice to any other rights or remedies it may have) pending resolution of the dispute between the parties (each acting in good faith).
- 4.8 Where adjustments to the price of a particular Product or Service are to be made, an application for a price adjustment shall be submitted by the Supplier not less than 2 calendar months prior to the requested effective date of the Price increase ("Price Adjustment Application") and:
- 4.8.1 must be made in writing to the Purchasing Agent;
 - 4.8.2 shall be supported by the revised prices and such documentary evidence as may be required by the Purchasing Agent; and
 - 4.8.3 shall only become effective after written acceptance of such Price Adjustment Application by the Purchasing Agent.
- 4.9 In the event of a Price Adjustment Application not being delivered to Purchaser in due time, the existing prices shall remain in force and effect until the date occurring 2 (two) months after such application is approved in writing by the Purchasing Agent (the "**Deemed Date**").
- 4.10 Any Goods or Service delivered by the Supplier, not ordered prior to the Deemed Date shall be deemed to have been supplied at the Prices in effect prior to the acceptance of the applicable Price Adjustment Application. Purchaser shall have the right to reject any Price Adjustment Application.
- 4.11 All credit notes for alterations and/or adjustments to the invoiced amount shall be passed in the current month of account and Purchaser shall only entertain queries in this respect raised within 7 (seven) days from the date on which the credit note in question was passed. Any claim which the Supplier may have against Purchaser regarding the credit note/s must be raised with Purchaser within 6 (six) months from the date of invoice, where after any such claim shall prescribe.
5. **DELIVERY:**
- 5.1 Unless otherwise instructed in writing by Purchaser's nominated representative, all Goods must be delivered and all Services must be performed at the time and place specified in the Purchase Order, unless more specifically detailed elsewhere in the Agreement.
- 5.2 Purchaser shall allow the Supplier, its employees or its agents, access during Purchaser's business hours, or the delivery hours, as determined from time to time by Purchaser to the distribution warehouses, receiving areas or any other Purchaser nominated premises designated in writing by Purchaser from time to time, as applicable, (collectively referred to as the "**Designated Premises**") to enable the Supplier to ensure that it is able to fulfill its obligations in terms of this Agreement. The Supplier shall adhere to and comply with all reasonable and lawful directions and instructions of Purchaser in relation to deliveries at any of the Designated Premises.
- 5.3 Notwithstanding the above, the Supplier shall:
- 5.3.1 provide Purchaser with details of the anticipated lead times between placing a Purchase Order and delivery of any Goods and Services, and Supplier shall keep Purchaser informed of progress;
 - 5.3.2 ensure that all delivery of Goods and Services be accompanied with a Delivery Note showing, the date of the Purchase Order, the Purchase Order number, the Delivery Address, the type and quantity of Goods and Services being delivered, special storage instructions (if any) and, if the Goods or Services are being delivered by instalment, the outstanding balance remaining to be delivered;
 - 5.3.3 ensure that the Goods to be delivered are consistent with those detailed in Delivery Note, and that such Goods are individually marked by the Supplier with the applicable identification;
 - 5.3.4 not remove or disregard a Product itemised in a Purchase Order without the prior written consent of Purchaser. If a dispute regarding the price of one or more Goods and Services comprising an order exists, such Goods and Services shall be delivered on the agreed delivery date set out in the applicable Purchase Order irrespective of such dispute;
 - 5.3.5 ensure that its vehicles are loaded and dispatched to ensure delivery of the Goods on the date reflected on the Purchase Order as the delivery date. Any delivery after the delivery date reflected on the Purchase Order will be considered to be a failure to deliver timeously;
 - 5.3.6 be responsible for additional expenses incurred in re-delivering incorrectly delivered Goods to the correct point specified in the Purchase Order or subsequently advised in writing by Purchaser;
 - 5.3.7 uplift damaged Goods, returned Goods, and/or excessive packaging from Purchaser as and when instructed to do so by Purchaser. Purchaser shall be entitled to detain a delivery vehicle until such time as the required returned Goods have been loaded;
 - 5.3.8 ensure that items in containers are prepared for easy receipt into Purchaser warehouses. Offloading of containers remains the responsibility of the Supplier, unless otherwise indicated by Purchaser.
 - 5.3.9 not deliver the Goods or Services in instalments without Purchaser's prior written consent. Where it is agreed that Goods or Services are to be delivered in instalments, they may (at Purchaser's option) be invoiced and paid for separately. However, failure by Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Purchaser to the remedies set out in clause 8 (without prejudice to Purchaser's other rights and remedies);

- 5.3.10 ensure that its vehicles are suitable for the purpose for which they are used and ensure that they comply with regulations and obtain and hold all necessary licences, certificates, permits or exemptions as may be necessary from time to time in order to carry out its obligations in terms of these General Terms & Conditions
- 5.3.11 if there is a legal or regulatory requirement for a certificate to be provided in respect of specific Goods and Services, the Supplier shall, at Purchaser's request, furnish Purchaser with such certificates.

6. PRODUCT AND SERVICE SPECIFICATIONS:

- 6.1 The Supplier and its sub-contractors or agents of the Goods and Services must comply in all respects with the Product Specifications (any modifications to the Specification must be agreed with Purchaser in writing). The Goods and Services supplied must also comply in all respects with the Agreement and any implied conditions, warranties and terms which are implied by any applicable legislation or regulations relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods or Services.
- 6.2 Without prejudice to Section 6.1, the Goods must be supplied with adequate instructions as to use and sell-by dates, fit for the purpose for which they are intended, of satisfactory quality and free from defects in design, material and workmanship.
- 6.3 Purchaser shall have the right, exercisable during the performance of the obligations under this Agreement, to suspend any payment obligation in respect of the Good and Services if the performance does not conform in quality, or Product Specifications, or if the performance is delayed.
- 6.4 The Supplier agrees to submit itself, where required by Purchaser, to an independent audit by an accredited auditing body (whose credentials shall be to the satisfaction of Purchaser) to assess the Supplier's compliance with good manufacturing practises, the costs of which will be for the account of the Supplier. The Supplier shall ensure that Purchaser is provided with a copy of such audit findings and report of results. The costs of any audits requested by Purchaser in addition to the audit contemplated in clause 6.4 shall be for the account of Purchaser.
- 6.5 The Supplier shall permit the employees and nominated contractors of Purchaser to visit (and give them free and unrestricted access to) its facilities at all reasonable times to verify that the Goods are manufactured, packaged and stored in accordance with the provisions of this Agreement.
- 6.6 The Supplier is responsible for testing of the Goods, to ensure that the quality and safety requirements for the specific Goods as set out in in any Purchaser quality specification document, as may be provided from time to time, are met. The Supplier shall also maintain accurate and detailed information and documentation in respect of Goods sold to Purchaser and shall on request provide Purchaser access to such documentation.
Goods are required to be free of defects. Product quality, storage, temperature, transport and labelling shall conform to the requirements specified in this Agreement. The same applies to requirements for traceability, safety, ethics, product liability, work environment and corporate social responsibility.
- 6.7 Purchaser reserves the right to reject Goods that are delivered past their expiry date (to the extent applicable), as well as Goods that are deemed, in Purchaser's absolute and sole discretion, to be too close to their expiry date at the time of delivery.

7. PACKAGING:

- 7.1 Supplier will package and label the Goods in a manner suitable for transit and storage so as to enable them to reach their destination in good condition (at no cost to Purchaser). Purchaser will not pay for or return Packaging materials unless previously agreed between the parties and confirmed in writing. Supplier shall ensure that Packaging complies with all relevant legislative requirements, including those pertaining to environmental, and occupational health and safety standards. Supplier will investigate potential environmental improvements to Packaging and will, where practicable, use minimal Packaging, recyclable Packaging and recycled Packaging materials.
- 7.2 Purchaser reserves the right to prescribe packaging quantities and requirement at their discretion in order to manage delivery of Goods into Purchaser warehouses or any other storage facility used by Purchaser.
- 7.3 To the extent applicable, the Supplier shall make full disclosure to Purchaser of all ingredients in all food Goods supplied to Purchaser, and shall label all Goods as required by Applicable Laws, as well as may be required by Purchaser from time to time.

The Supplier shall apply expiry dates to all Goods as prescribed by Purchaser and by Applicable Laws.

8. INSPECTION

- 8.1 Purchaser, and any third party it appoints on its behalf, shall have the right, upon prior notice, to inspect and carry out any tests, or batch sampling, it wishes on all Goods or Services at Supplier's premises (and Supplier shall procure equivalent rights for Purchaser in relation to the premises of any sub-contractors and on any premises where the Services are provided). Where pre-shipped inspection is specified, Supplier must, at its expense, facilitate the same and provide any or all relevant certificates of analysis. If, following any such inspection or testing, Purchaser considers that the Goods or Services are unlikely to comply with the specifications, Purchaser shall inform Supplier and Supplier shall immediately take such remedial action as is necessary to ensure compliance. Purchaser shall have the right to conduct further inspections and tests after Supplier have carried out its remedial actions.
- 8.2 Supplier shall, and shall ensure that its sub-contractors shall, grant a right of access to Purchaser, and any third party it appoints in order to inspect and test the Goods and Services for compliance with relevant environmental, occupational health and safety legislation and other requirements such as Purchaser standards or any requirements set out in the Product Specifications.

9. NON-CONFORMING GOODS AND SERVICES:

- 9.1 In the case of Goods or Services not conforming with the specification prescribed by law or set out in this Agreement, Purchaser may at its discretion:

- 9.1.1 reject the Goods or Services (in whole or in part) and/or return them to Supplier at Supplier's own risk and expense, in which case any payment obligation shall be suspended immediately; and/or
- 9.1.2 require Supplier as soon as reasonably practicable to either repair, replace or make good any Goods or Services, or to refund Purchaser any amounts paid in respect of any Goods or Services which do not correspond with the Product Specifications or any other terms set out in this Agreement (and repaired or replacement Goods shall themselves be subject to the obligations in the specifications); and/or
- 9.1.3 purchase Goods elsewhere which, as nearly as practicable, accord with the specifications (and any extra expense thus incurred shall be paid by Supplier to Purchaser on demand), provided that before exercising such right to purchase elsewhere Purchaser shall give Supplier a reasonable opportunity to replace rejected Goods with goods which conform with the specifications; and/or
- 9.1.4 claim damages for any other losses incurred by Purchaser which are in any way attributable to Supplier's failure to carry out its obligations under the purchase order.
- 9.2 Notwithstanding the provisions of clause 9.1 Purchaser shall be entitled to reject any Goods at the time of delivery and prevent the offloading thereof onto Purchaser's nominated place if:
- 9.2.1 the Goods supplied are defective as contemplated in clause 9.1 or
- 9.2.2 Purchaser has reason to suspect that the Goods in any way contravenes any law.
- in the case of incorrect delivery, Purchaser may require Supplier to promptly reimburse Purchaser in respect of any cost (including but not limited to freight, clearance, duty and storage charges) incurred by Purchaser; and/or
- 9.3 Purchaser will, as soon as reasonably practicable after delivery of the Goods or Services, or during delivery thereof, report to the Supplier details of the Goods or Services that were not delivered in accordance with the Purchase Order and claim for such defective delivery.
- 9.4 Goods or Services that deviate from the agreed Product Specification, are damaged, or are otherwise in breach of the Product Warranty, shall be deemed to be defective unless the discrepancy is due to the negligence of Purchaser or to a force majeure.
- 9.5 If the Goods or Services do not conform, Purchaser shall have the right to procure Goods or Services elsewhere, which nearly as practicable, conform to the Product Specifications and any extra expense incurred in doing so shall be paid by Supplier to Purchaser. Before exercising such right to purchase the Goods or Services from an alternative supplier, Purchaser shall give Supplier an opportunity to replace the Goods or Services in respect of which payment was cancelled, with Goods or Services which conform with the Product specifications.
- 9.6 The parties shall use their reasonable endeavours to resolve any dispute arising pursuant to this clause. If no agreement can be reached within 30 days, the parties shall agree on an independent expert (not an arbitrator) whose decision on whether or not the Goods or Services in question comply with the specifications and as to which party should pay his fees (the default result being that the fees shall be borne by the party against whom the expert's decision is given) shall be final and binding. Each party shall bear its own respective costs in relation to the dispute, notwithstanding the decision reached. If the expert finds that any delivery of the Goods or Services have not complied with this Agreement, Purchaser shall have the rights set out in this Agreement. If the expert finds that the Goods or Services comply with this Agreement, Purchaser shall pay for such Goods and Services in accordance with the payment provisions contained in this Agreement.
10. **PASSING OF TITLE:**
- 10.1 Title in the Goods and Services shall pass to Purchaser on completion of delivery at the place specified in the Purchase order.
- 10.2 Neither payment by, nor passing of title in the Goods or the Services to Purchaser shall be deemed to constitute acceptance of the Goods or the Services in good order.
11. **SUPPLIER WARRANTIES:**
- 11.1 The Supplier (or its duly appointed sub-contractor) herewith specifically warrants and undertakes to Purchaser:
- 11.1.1 that it has and maintains all licenses, permissions, consents and permits lawfully required to carry out its obligations under this Agreement.
- 11.1.2 that the Goods (including all material used in its production and manufacture) and Services comply with the specifications and standards required in terms of legislation, regulations and standards (including Purchaser's Product Specifications and any other requirements and standards), including such obligations in relation to any taxes, duties or levies, that may apply to the provision of the Goods and Services.
- 11.1.3 in respect of each product supplied to Purchaser that all Goods shall be:
- 11.1.3.1 of the nature, quality, quantity, substance, description, care and degree reflected in the Purchase Order and/or any Product description and/or in any marketing material provided by the Supplier in respect thereof; and
- 11.3.2 free of all defects, fit for the purpose for which it is sold, and of appropriate standard and quality "**Product Warranty**".

- 11.1.4 in respect of the Services supplied to Purchaser, shall be performed in a good and workmanlike manner and with all due speed, skill and diligence, and in accordance with the specifications of current industry standard coded of practice, and the highest standards prevailing in the applicable industry.
- 11.2 Each of the warranties in this clause shall be a separate warranty and shall in no way be limited to or restricted by reference to or influence from the terms of any other warranty, or by any provision in this Agreement.
- 12. ANTI-SLAVERY AND HUMAN TRAFFICKING:**
- 12.1 In performing its obligations under the Agreement, the Supplier shall:
- 12.1.1 comply with all applicable anti-slavery and human trafficking laws and regulations from time to time in force, including but not limited to the Modern Slavery Act 2015;
 - 12.1.2 have and maintain throughout the term of this Agreement its own policies and procedures to ensure its compliance;
 - 12.1.3 include in contracts with its suppliers and direct subcontractors provisions which are at least as onerous as those set out in this clause;
 - 12.1.4 notify Purchaser as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement; and
 - 12.1.5 maintain a complete set of records to trace the supply chain of all Goods and/or Services provided to Purchaser in connection with this Agreement; and permit Purchaser and its third party representatives (on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this clause) 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.
- 12.2 The Supplier represents and warrants that as at the date of this Agreement it has not been convicted of any offence involving slavery and human trafficking.
- 12.3 Despite any other provisions of this Agreement and without prejudice to any other remedies of Purchaser under this Agreement or at law, in the event of a breach of this clause, Purchaser may terminate this Agreement forthwith and pay no compensation to the Supplier for any Goods or Services supplied after the date of such breach.
- 13. INSURANCE AND INDEMNITY:**
- 13.1 Supplier shall indemnify Purchaser and its Affiliates, and keep them indemnified, on demand from and against all losses incurred or suffered as a result of or in connection with any defect in the Goods or Services or any breach by Supplier of its obligations hereunder or of any statutory duty or from any act or omission of Supplier's employees, agents or sub-contractors.
- 13.2 At all times during the term of the Purchase Order, Supplier shall maintain in force with a reputable insurance company insurance in respect of its liabilities under this Agreement and if so required at any time produce the policy of insurance and the receipt for the current premium to Purchaser for its inspection. Supplier agrees that any monies received by Supplier from the insurance company in full or part settlement of a claim arising out of this Agreement and paid by or due to Purchaser shall be paid immediately to Purchaser without offset or counter claim.
- 14. INTELLECTUAL PROPERTY RIGHTS:**
- 14.1 All right, title and interest (including ownership and Intellectual Property Rights) in any specifications, instructions, plans, drawings, patterns, models, designs or other material furnished to or commissioned by Purchaser or made available to the Supplier by Purchaser shall be and remain vested in Purchaser and the Supplier shall not (except to the extent necessary for the performance of the Agreement) without prior written consent of Purchaser use or disclose any such specification, plan, drawing, model, design or information or other materials (whether or not relevant to the Agreement) which the Supplier may obtain in the performance of the Agreement.
- 14.2 All Intellectual Property Rights arising, discovered or generated as a result of or in the course of the Agreement shall belong to Purchaser and the Supplier agrees to assign the same to Purchaser (at its own expense).
- 14.3 The Supplier shall indemnify Purchaser against all claims, demands, actions, costs, expenses, losses and damages arising from any infringement or alleged infringement of any Intellectual Property Rights in connection with the receipt

of or use of the Goods, or the performance by the Supplier of the Services, or any obligation contained in the Agreement.

15. BREACH / TERMINATION:

- 15.1 If a Party ("**Defaulting Party**") commits any breach of this Agreement and fails to remedy such breach within 7 business days ("**Notice Period**") of written notice requiring the breach to be remedied, then the Party giving the notice ("**Aggrieved Party**") will be entitled, at its option:
- 15.1.1 to claim immediate specific performance of any of the Defaulting Party's obligations under this Agreement, with or without claiming damages, whether or not such obligation has fallen due for performance and to require the Defaulting Party to provide security to the satisfaction of the Aggrieved Party for the Defaulting Party's obligations; or
 - 15.1.2 to cancel this Agreement, with or without claiming damages, if the breach is:
 - 15.1.3 capable of being remedied, but is not so remedied within the Notice Period; or
 - 15.1.4 incapable of being remedied, in which case written notice of the cancellation shall be given to the Defaulting Party, and the cancellation shall take effect on the giving of the notice.
- 15.2 This agreement can also be terminated immediately by any party by written notice to the other party if: -
- 15.2.1 the other party is put into liquidation or under judicial management; or
 - 15.2.2 if there is a change of control of the other party.
- For the avoidance of doubt, „change of control“ shall not apply or be triggered in the following situations:
- (a) Where the control or ownership of a Party moves to another company or companies within the same Group Structure of a Party. For the purposes of this clause, "Group Structure" shall mean, as at the date of this Agreement, any person, company or entity ("Entity") that is a parent or holding company of a Party and any parent or holding company of that Entity and so on up to and including the ultimate parent/holding company of the group, and also any subsidiary company of a Party or Entity within the Group Structure; or
 - (b) Where there is an internal restructuring or reorganisation of a Party.
- 15.3 The Aggrieved Party's remedies in terms of this clause 15 are without prejudice to any other remedies to which the Aggrieved Party may be entitled in law.
- 15.4 Within 7 days after termination of this Agreement for any reason, Supplier shall:
- 15.4.1 at Purchaser's option and cost, deliver to Purchaser (or as Purchaser shall direct) all quantities of the Goods in its possession which comply with the Document;
 - 15.4.2 at Supplier's cost, return to Purchaser all documents provided to Supplier by Purchaser; and
 - 15.4.3 at Supplier's cost, ensure that all documents containing Intellectual Property Rights and/or any information of a technical nature relating to the Goods, the manufacture of the Goods and the provision of Services, or of a confidential nature and supplied by Purchaser to Supplier, are returned to Purchaser or destroyed by Supplier at Purchaser's option.
- 15.5 With effect from termination of the Document, Supplier shall not make any use for any purpose whatsoever of any Intellectual Property Right which is the property of Purchaser.

16. FORCE MAJEURE

- 16.1 Neither party shall be in breach of this agreement or otherwise be liable for any loss suffered by the other party by reason of any delay in performance or non-performance of any of its obligations hereunder to the extent that such delay or non-performance is due to:
- 16.1.1 its inability to secure labour, materials or supplies despite having taken all reasonable steps to procure same; or
 - 16.1.2 any act of God, war, strike, lock-out or other labour dispute, fire, flood, drought or legislation; or
 - 16.1.3 any other cause beyond the control of the party, provided it has notified the other party in writing of such force majeure,

provided that the non-performing party shall serve notice of the occurrence of the relevant circumstances upon the other party within two (2) days, and if such non-performance continues for a period of more than thirty (30) days, the other party shall be entitled, by written notice, to terminate this agreement with immediate effect

17. CONFIDENTIALITY AND PUBLICITY

- 17.1 Supplier will ensure that its employees and sub-contractors keep confidential all information of a commercial or technical nature disclosed to Supplier by or on behalf of Purchaser for the purpose of this Agreement, and shall not disclose such information to any third party without Purchaser's prior written consent. Supplier shall not without Purchaser's prior written consent disclose, copy, publicise or publish, the existence of the purchase or any information related to the purchase including the name of Purchaser, any Purchaser Affiliate, the Goods, Services, or the place of delivery or performance.
- 17.2 The Parties acknowledge that certain information provided or available to the other Party, including information concerning consumers, the Goods and Services, price lists, delivery details, volume of business and business procedures and methods ("the Confidential Information"), is proprietary to the disclosing Party or its related companies and is a valuable asset of the disclosing Party and the receiving Party shall not, and shall use its best endeavours to ensure that its employees and agents shall not divulge or disclose to any person whatsoever, the Confidential Information or any other information concerning the business or finances of the disclosing Party or its related companies or any of their dealings, transactions or affairs which may come to the knowledge of the receiving Party or its employees. The obligations of the receiving Party hereunder shall not extend to any portion of the Confidential Information or trade secrets or technical information which was known to the disclosing Party at the time of its disclosure, which becomes public information subsequent to disclosure, which inherently becomes public information as a result of the sale of the Goods, or is required to be disclosed by reason of law, court order or at the demand of any governmental or regulatory authority.

18. **DATA PROTECTION:**

18.1 To the extent that either party, Processes any information that constitutes Personal Data, the other party shall at all times comply with applicable Data Protection Laws in the processing of such Personal Data. The parties hereby indemnify and hold harmless the other party and its affiliates, against any and all claims or causes of action for loss or damage, brought against, or any loss, expense, damages or costs suffered or incurred by the other party as a result of any breach by the a party of its obligations under this clause 18.

19. **ANTI-BRIBERY AND CORRUPTION:**

19.1 For the avoidance of doubt, it is recorded that:

- 19.1.1 Purchaser is obliged to comply with anti-bribery legislation; and
- 19.1.2 this agreement shall be concluded on a purely arms' length basis.

19.2 In accordance with Purchaser's commitment to sustainable and ethical business practices, Supplier warrants and represents that when performing in terms of this agreement, it shall not:

- 19.2.1 offer, promise, give or receive any improper financial payment and/or other improper advantage to or from any person, customer or supplier; or
- 19.2.2 make or offer, directly or indirectly, any payment, gift or other advantage to a public official or any other person with the intention of influencing them and obtaining or retaining an advantage in the conduct of business.

19.3 If Purchaser at any time has evidence that Supplier has breached any of the warranties and/or representations in clause 19.2, then Purchaser shall be entitled, without prejudice to any other rights that it may have in terms of this agreement or in law and on written notice to Supplier, to suspend the operation of this agreement until Purchaser confirms in writing that it has satisfied itself that any such breach has been remedied and that it is satisfied that measures have been put in place to ensure that such breach (or any similar breach) is unlikely to recur.

19.4 If Purchaser has evidence that Supplier or any of its representatives or agents has breached any of the warranties and/or representations in clause 19.2, then Purchaser shall be entitled, notwithstanding any other provision to the contrary, to terminate this Agreement.

20. **NOTICES:**

20.1 Any notice in terms of this agreement may be personally delivered or sent by pre-paid post or email, to the intended recipient at the applicable postal or email address as mentioned on the Purchase Order (or to such other postal or email address the parties may from time to time notify the other in terms hereof) and shall be deemed to have been properly given or delivered:

- 20.2.1 if personally delivered, upon such delivery; or
- 20.2.2 if by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt; or
- 20.2.3 if sent by post, at the expiration of 72 hours after the same was posted, or at the time recorded by the delivery service.

21. **GENERAL TERMS:**

21.1 Any indulgence by any of the parties hereto (**the grantor**) in favor of another party (**the grantee**) or any failure to enforce any of its rights arising out of this agreement against another party shall not prevent the subsequent enforcement of those rights by the grantor and shall not be deemed to be a waiver of such rights by the grantor.

21.2 Amendments to this agreement shall be of no force and effect unless reduced to writing and signed by the duly authorized representatives of the parties.

21.3 This document contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreement and undertakings between the parties hereto.

21.4 The Supplier may not assign, sub-contract or otherwise delegate this agreement or any of its rights or obligations hereunder without the prior written consent of Purchaser.

21.5 Any right or obligation of Purchaser under this agreement shall be deemed to be duly performed if it is performed by any other company which at the relevant time is its holding company or subsidiary or subsidiary of such holding company and any act or omission of any such company for the purpose of this agreement shall be deemed to be an act or omission of Purchaser.

21.6 Nothing in the Document shall create, or be deemed to create a partnership, joint venture or other relationship between the parties other than the contractual relationship expressly provided for in the Document.

21.7 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).