

GREENCORE STANDARD TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

In these Conditions unless the context requires otherwise, the following expressions will have the following meanings:

"Business Day" any day other than a Saturday, Sunday or bank or public holiday in England and/or Wales; **"Commencement Date"** if there is a Supply Agreement, the date of commencement of the Contract set out in the Supply Agreement; **"Conditions"** these terms and conditions of purchase; **"Confidential Information"** confidential or proprietary information made available in connection with the Contract relating to the business of a party or any person with whom a party has dealings; **"Contract"** any contract between Greencore and the Supplier for the sale and purchase of the Goods and the Services comprising either (a) a Supply Agreement, the Conditions and Purchase Order(s), or (b) any Purchase Order (whichever is relevant) and these Conditions and in either case as formed in accordance with **Condition 2: "Default"** a breach by the relevant party of, a failure to perform by it or in connection with the Contract relating to it of: (a) any of its obligations under the Contract; or (b) any other obligation or duty (whether in contract, tort (including without limitation negligence), misrepresentation, under any statute or otherwise) which arises out of or in connection with the Contract, howsoever caused, including (without limitation) by the negligence of the relevant party (or the negligence of a person for whom it is vicariously responsible) but excluding where caused by a deliberate personal repudiatory breach by that party; **"Delivery Address"** the address or addresses set out in the Supply Agreement or in the absence of a Supply Agreement, any Purchase Order: **"Delivery Date"** the date or dates set out in the Supply Agreement or the relevant Purchase Order or if no date or dates are set out, within 30 days of either (a) the Commencement Date under the Supply Agreement, or (b) in the absence of a Supply Agreement, the date of the relevant Purchase Order; **"Deliverables"** any documentation provided in connection with the Goods and Services (in any media) including operating manuals, user instructions, technical literature and other related material describing, explaining or assisting in the use of the Goods and Services; **"Disputed Sum"** that part of an amount invoiced by the Supplier which is the subject of a bona fide dispute; **"Expiry Date"** if there is a Supply Agreement, the date of expiry of the Contract set out in the Supply Agreement; **"Goods"** any goods or Deliverables which the Supplier supplies to Greencore (including without limitation any of them or any part of them) under the Contract (including without limitation as described in the Supply Agreement and/or any Purchase Order); **"Good Industry Practice"** good practices, methods and procedures (or one of a range of practices, methods and procedures) which would be adopted by a leading supplier exercising in the general conduct of its undertaking that degree of skill, diligence, prudence and foresight which would ordinarily and reasonably be expected from a leading supplier engaged in the business of providing goods and/or services which are the same as or similar to the Goods and Services (as amended or replaced); **"Greencore"** means the member of the Greencore Group named in the Supply Agreement or in the absence of a Supply Agreement, any Purchase Order, whose registered office is at Midland Way, Barlborough Links Business Park, Barlborough, S43 4XA and which either (a) enters into a Supply Agreement or (b) submits a Purchase Order to the Supplier; **"Greencore Group"** in relation to Greencore, its parent undertakings, its subsidiary undertakings and the subsidiary undertakings of any of its parent undertakings from time to time and for the purpose of this definition parent undertaking and subsidiary undertaking has the meaning set out in section 1162 Companies Act 2006 and a company shall be treated as a member of another company even if its shares in that other company are registered in the name of another person (or its nominee), whether by way of security or in connection with the taking of security; **"Policies"** all of Greencore's policies from time to time, including (without limitation), those on health and safety, site security and corporate social responsibility; **"Purchase Order"** Greencore's purchase order in respect of the Goods and Services; **"Services"** any services which the Supplier supplies to Greencore (including without limitation any of them or any part of them) under the Contract (including without limitation as described in the Supply Agreement and/or any Purchase Order); **"Specification"** means the written specification agreed between the parties from time to time; **"Supplier"** the entity named as the supplier in the Supply Agreement or in the absence of a Supply Agreement, named in the relevant Purchase Order; **"Supply Agreement"** Greencore's document designated as the supply agreement containing Greencore's written instructions for the purchase of the Goods and Services together with special terms agreed between Greencore and the Supplier (if any); **"writing"** subject to **Condition 18**, includes (without limitation) electronic mail and any comparable means of communication; and **"Year"** the period of 12 months starting on the Commencement Date each successive period of 12 months during the term of the Contract and the period (if any) starting on the day following expiry of the last such period of 12 months and ending on expiry or termination of the Contract.

2. FORMATION

2.1 Subject to any variation under **Condition 3.2**, the Contract excludes all other terms and conditions including without limit any terms and conditions which the Supplier purports to apply under any acknowledgement or confirmation of order, quotation, specification, delivery note, invoice or any similar document whether or not such document is referred to in the Contract.

2.2 Each quotation for the Goods and Services shall be deemed to be an offer by the Supplier to sell the Goods and Services on the terms of the Contract. All quotations provided by the Supplier, including without limit, the price provisions, will remain open for 60 days from its date. If there is a Supply Agreement the Contract is only formed and binding when a Supply Agreement signed by Greencore is served by Greencore on the Supplier. In the absence of a Supply Agreement, the Contract shall be formed and binding when a Purchase Order is served by Greencore on the Supplier. No Contract will exist prior to service of such Supply Agreement or where there is not a Supply Agreement, prior to the submission of the relevant Purchase Order.

2.3 Each Contract shall form a separate agreement for the provision of Goods and Services between Greencore and the Supplier.

2.4 Any Contract may only be cancelled or varied by the Supplier with the prior written consent of Greencore and on condition that the Supplier shall indemnify Greencore in full against all losses (including loss of profit), costs, damages, charges and expenses incurred (directly or indirectly) by Greencore as a result of such cancellation or variation.

2.5 Greencore is entitled to cancel the Contract in whole or in part by giving written notice to the Supplier at any time prior to delivery of the Goods or performance of the Services in which event Greencore's only liability will be to pay to the Supplier fair and reasonable compensation for work-in-progress at the time of cancellation, but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.

2.6 In any Contract where there is a Supply Agreement, if there is any conflict between any terms contained within that Supply Agreement, the Conditions and/or any Purchase Order submitted under such Supply Agreement, then such conflict shall be resolved in the following order of priority of precedence:

2.6.1 the Supply Agreement;

2.6.2 the Purchase Order;

2.6.3 The Conditions.

2.7 In any Contract where there is not a Supply Agreement, if there is any conflict between the Conditions or any terms of any Purchase Order, then the terms of that Purchase Order shall prevail.

3. THE PROVISION OF THE GOODS AND SERVICES

3.1 The Supplier will supply the Goods and provide the Services (i) in the quantities and at the quality specified in the Contract; (ii) in accordance with the Specification; and (iii) in accordance with the description of the Goods and Services specified in the Contract. This is a condition of the Contract which allows Greencore to terminate for material breach if the Supplier does not meet it.

3.2 Greencore may at any time make changes in writing relating to the Contract. If such changes result in an increase in cost of, or time required for, the performance of the Contract, a fair adjustment will be made to the price, delivery schedule, Supply Agreement and/or Purchase Order (or all of them). Any such claim or adjustment must be approved by Greencore in writing before the Supplier proceeds with such changes.

3.3 Without prejudice to Greencore's rights and remedies, Greencore may from time to time, at its discretion, carry out tests and/or inspect the Goods and Services in order to check whether the Goods and Services comply with the Contract.

3.4 The Supplier shall promptly provide Greencore with any information reasonably requested by Greencore relating to the supply of Goods and the provision of Services under the Contract.

3.5 The Supplier will comply with the Policies relevant to the supply of the Goods and Services notified to it from time to time.

3.6 If there is a Supply Agreement the Supplier may only manufacture the Goods at the manufacturing sites listed in the Supply Agreement. Any change to the listed manufacturing sites must be approved by Greencore in writing.

3.7 The supplier must as part of the Supply Agreement register with the Suppliers Ethical Data Exchange (Sedex <http://www.sedexglobal.com/about-sedex/>) and to link to Greencore through the Sedex platform.

3.8 The Supplier agrees to comply in full with the provisions of Article 4 of the European Convention on Human Rights.

4. PRICE

4.1 Unless there is a dispute as described in **Condition 5.5**, Greencore shall pay the price for the Goods and Services. The price payable for the Goods and Services will be that stated in the Supply Agreement or in the absence of a Supply Agreement, as stated in the relevant Purchase Order and, unless otherwise stated in that Supply Agreement or such Purchase Order, will be inclusive of any costs of packaging and carriage, value added tax and any other applicable sales tax or duty. The price of the Goods and Services will be fixed (unless the parties agree otherwise in writing).

5. PAYMENT

5.1 The Supplier may invoice Greencore for the Goods and Services in accordance with the dates specified in the Supply Agreement or in accordance with the relevant Purchase Order or if there are no dates specified, at any time after the Goods have been delivered or the Services have been performed.

5.2 Unless there is a dispute as described in **Condition 5.5**, subject to the remaining provisions of this **Condition 5** Greencore shall pay the price to the Supplier in the next weekly electronic transfer payment run following the 90th day of the date of receipt of a valid invoice from the Supplier save that if Greencore receives any valid invoice in March or September of any year, Greencore shall pay the price in the next weekly payment run following the 120th day of the date of receipt of such valid invoice from the Supplier or in the next weekly electronic payment run following the 120th day of the date of receipt of the Goods and Services, whichever is the later. Notwithstanding the foregoing or any other term of the Contract, the Supplier agrees that Greencore shall not be in breach of the Contract in respect of any sums due under the Contract unless such sums are not paid within 20 days of the expiry of the foregoing relevant period(s).

5.3 The Supplier expressly waives and releases any and all liens or claims on any of the Goods.

5.4 Invoices issued by the Supplier shall:

5.4.1 be valid tax invoices for the purposes of VAT legislation;

5.4.2 identify the Supplier and the Goods and Services; and

5.4.3 be sent to Greencore at the invoice address set out in the Supply Agreement or in the absence of a Supply Agreement, as set out in the relevant Purchase Order, or (if no address is set out, as requested by Greencore from time to time).

5.5 If Greencore disputes any invoice or part of any invoice issued by the Supplier to Greencore or receives an invoice in respect of any Goods or Services which Greencore believes (acting reasonably) has not been properly provided then:

5.5.1 Greencore will pay that part of the invoice which is not the Disputed Sum in accordance with this Condition 5;

5.5.2 Greencore will be entitled to withhold payment of the Disputed Sum;

5.5.3 the parties will negotiate in good faith to resolve the dispute, but if a resolution cannot be reached within ninety (90) days of the start of such negotiations, Condition 21 will apply;

5.5.4 the Supplier will provide all such information and evidence as may be reasonably necessary to verify the Disputed Sum; and

5.5.5 following resolution of the dispute, Greencore will pay to the Supplier that part of the Disputed Sum (if any) as it is resolved is payable by Greencore.

5.6 The Supplier acknowledges and accepts that Greencore pays invoices on a weekly basis and that the Supplier's invoices will be processed for payment as part of a weekly payment run. Monies will be paid via electronic transfer and the Supplier will normally receive payment within three Business Days of such electronic transfer.

5.7 Greencore will be entitled but not obliged at any time without notice to the Supplier to set off any charges or other monies due to Greencore or any member of the Greencore Group from the Supplier (howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency). Greencore's rights under this **Condition 5.7** will be without prejudice to any other rights or remedies available to Greencore under the Contract or otherwise.

6. DELIVERY

6.1 The Goods and Services shall be delivered or performed without any extra charge in addition to the price to Greencore to the Delivery Address and, unless otherwise requested by Greencore in writing, shall be delivered or performed (as the case may be) on or by the Delivery Date. The delivery window for the relevant Delivery Date will be notified to the Supplier from time to time (where relevant) or as otherwise provided in the Contract and the Supplier shall deliver the Goods and Services on the Delivery Date within +/- 30 minutes of such delivery window. The Supplier will notify Greencore promptly of any anticipated or actual late or incomplete deliveries which may or which have occurred.

6.2 The Supplier must deliver the Goods and perform the Services in accordance with **Condition 6.1**. Time of delivery shall be the essence of the Contract. This is a condition of the Contract which allows Greencore to terminate for material breach if the Supplier does not meet it.

6.3 Unless agreed in writing that Goods are to be off-loaded by Greencore, the Supplier shall off-load the Goods at its own risk and as directed by Greencore.

6.4 The Supplier shall ensure that:

6.4.1 the Goods are marked in accordance with Greencore's instructions and any applicable laws or requirements of the carrier and properly packaged and stored so as to reach their destination in an undamaged condition;

6.4.2 each delivery is accompanied by a delivery note which shows the details of the Supplier, details of the Goods, the number of packages and contents and details of how to handle and store the Goods; and

6.4.3 it has and maintains in force during the term of the Contract set out in **Condition 9**, all licences, permissions, authorisations, consents and permits needed to manufacture (where applicable) and supply the Goods and Services in accordance with the terms of the Contract.

6.5 The Supplier may not deliver the Goods or perform the Services by separate instalments unless specifically agreed in writing by Greencore. If Greencore does so agree, then each instalment will constitute a separate Contract.

6.6 Risk in and ownership of the Goods shall pass to Greencore on delivery with full title guarantee free from any encumbrances, except where the Goods are defective.

7. INTELLECTUAL PROPERTY

7.1 Greencore allows the Supplier to use any intellectual property rights provided to it by Greencore only for the purposes of performing the Contract. The Supplier will have no other rights in respect of Greencore's intellectual property rights.

7.2 The Supplier shall indemnify the Greencore Group for all costs, expenses, liabilities, losses, damages, claims, demands, proceedings, judgements and reasonable legal costs which the Greencore Group incurs or suffers in respect of any claim brought against it by any third party during or after the end of the Contract claiming that possession, use or resale by Greencore of the Goods and Services infringes a third party's intellectual property rights.

8. WARRANTIES AND UNDERTAKINGS

8.1 The Supplier warrants and undertakes to Greencore that:

8.1.1 all information communicated to Greencore by the Supplier in connection with the Contract and, where applicable, any tender process relating to the Contract is true, complete and accurate in all material respects;

8.1.2 the Goods and Services will correspond in every respect with the Contract and any requirements for the Goods and Services agreed by Greencore and the Supplier in writing from time to time;

8.1.3 the Goods will be of satisfactory quality and fit for any purpose made known to the Supplier before the Contract was made for a period of 12 months from date of acceptance of the Goods by Greencore (unless otherwise stated in the Supply Agreement or in the absence of a Supply Agreement, unless otherwise stated in the relevant Purchase Order);

8.1.4 the Goods will be free from defects in design, material and workmanship for a period of 12 months from date of acceptance of the Goods by Greencore (unless otherwise stated in the Supply Agreement or in the absence of a Supply Agreement, unless otherwise stated in the relevant Purchase Order);

8.1.5 the Goods shall comply with all applicable laws and industry codes;

8.1.6 the Services shall be performed by appropriately qualified and trained personnel with the necessary expertise;

8.1.7 the Services shall be performed in accordance with Good Industry Practice; and

8.1.8 it shall comply with all applicable laws relating to the manufacture, packing, packaging, marking, storage, handling and delivery of the Goods (where applicable).

8.2 The Supplier will, to the extent possible, pass on to Greencore the benefit of any warranties or guarantees received by the Supplier from any other person or entity relating to the Goods and Services.

9. TERM

9.1 If there is a Supply Agreement, the Contract shall (unless brought to an end under **Condition 10**) start on the Commencement Date and end on the Expiry Date. In any Contract where there is no Supply Agreement, the term of Contract shall commence on the date that the Contract becomes legally binding pursuant to **Condition 2** and shall continue until each party has performed all of its obligations set out in the relevant Contract.

10. ENDING THE CONTRACT

10.1 Either party may end the Contract immediately by giving written notice to the other party if the other party commits a material breach of the Contract and, where the breach is capable of being remedied, fails to remedy the breach within 30 days of that written notice.

10.2 Either party may end the Contract immediately by giving written notice to the other if the other ceases (or threatens to cease) to trade, goes into liquidation or bankruptcy (or has a petition for its winding up or bankruptcy presented or passes a company resolution for its winding up), goes into administration (or is subject to an administration application), has a receiver appointed over some or all of its assets or proposes an arrangement or compromise with people to whom it owes money.

10.3 Greencore may end the Contract by giving not less than 30 days' written notice to the Supplier at any time.

11. CONSEQUENCES OF ENDING THE CONTRACT

11.1 Even after the Contract has ended:

11.1.1 each party shall keep any accrued rights, obligations or liabilities to the extent arising prior to the end of the Contract;

11.1.2 those terms of the Contract which are expressed, or by implication are intended to continue in force on or following the end of the Contract shall do so, including without limit those under **Conditions 7, 8, 11.2, 12, 14, 20, 21 and 22**.

11.2 On the date the Contract is ended, each party shall promptly return any Confidential Information, data or property of the other party to that other party.

12. LIABILITY

12.1 Without prejudice to any other right or remedy available to Greencore, if any Goods and Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract, Greencore will be entitled (but not obliged) at its discretion to avail itself of any of the following remedies whether or not any part of the Goods and Services have been accepted by Greencore:

12.1.1 to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis of a full refund for the Goods so returned being paid forthwith by the Supplier;

12.1.2 at Greencore's option to give the Supplier the opportunity at the Supplier's expense either to fix the Goods or to re-perform the Services (if appropriate) or supply replacement goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

12.1.3 to refuse to accept any further deliveries or performance of the Services or the Goods but without any liability to Greencore;

12.1.4 to carry out at the Supplier's expense any works necessary to make the Goods and Services comply with the Contract;

12.1.5 Greencore may charge the Supplier an administration charge of £45.00 plus VAT where Goods do not comply with **Condition 3.1**, and the Supplier will pay all costs associated with fixing or replacing the Goods or re-performing the Services including the costs of any recall of Goods required and any costs Greencore or any member of the Greencore Group is contractually obliged to pay to its customers as a result of the circumstances arising in this **Condition 12.1**.

12.2 Neither Greencore nor the Supplier excludes or limits its liability to the other:

12.2.1 for personal injury or death resulting from its negligence;

12.2.2 for breach of its obligations arising under section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

12.2.3 for breach of a third party's intellectual property rights and for breach of **Condition 7** (Intellectual Property);

12.2.4 for breach of **Condition 14** (Confidentiality);

12.2.5 for breach of **Condition 15** (Data Protection);

12.2.6 for fraud or fraudulent misrepresentation; or

12.2.7 for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

12.3 Subject to **Condition 12.2**, Greencore's maximum aggregate liability for all Defaults which occur in any Year shall be limited to:

12.3.1 where the Contract includes a Supply Agreement, the price payable by Greencore in that Year; or

12.3.2 where the Contract does not include a Supply Agreement, the price payable pursuant to the Purchase Order to which the relevant Default relates, provided that nothing in this **Condition 12.3** shall limit the Supplier's right to recover from Greencore any accrued interest.

12.4 If **Condition 12.1** applies, the Supplier will promptly provide an explanation to Greencore in writing describing the reasons why the Goods and Services are not supplied in accordance with, or the Supplier fails to comply with any of the terms of the Contract.

12.5 The Supplier shall indemnify Greencore and shall keep Greencore indemnified at all times hereafter in relation to any and all claims made by or on behalf of or in respect of any persons employed or engaged by the Supplier (including for the avoidance of doubt all persons employed or engaged by any sub-contractor of the Supplier appointed in accordance with **Condition 19**) in relation to the provision of any or all of the Goods or Services hereunder ("Claimant"), and whether arising during the Contract, or on or after the termination of the Contract, and including in particular (but not limited to) any claim by or on behalf of any such Claimant pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006.

13. INSURANCE

13.1 The Supplier shall (at its own cost) have in place insurance cover with reputable insurers of sufficient value and of the correct types to cover the Supplier's activities carried out under the Contract, including but not limited to the following:

13.1.1 employers liability insurance for a minimum of £5,000,000 (five million pounds) for any one claim;

13.1.2 public liability insurance for a minimum of £5,000,000 (five million pounds) for any one claim;

13.1.3 products liability insurance for a minimum of £500,000 (five hundred thousand pounds) for any one claim; and

13.1.4 where the Contract is for the supply of Services, professional indemnity insurance for a minimum of £2,000,000 for any one claim.

13.2 The Supplier shall promptly on request supply written evidence of such insurances to Greencore.

14. CONFIDENTIALITY

14.1 Each party will keep confidential the terms of the Contract and any other Confidential Information disclosed by or on behalf of the other party both during the term of the Contract and for 5 years after the Contract ends. Greencore may pass on the Suppliers confidential information to other companies in the Greencore Group.

15. DATA PROTECTION

15.1 Each party agrees that in performing their obligations under the Contract, it shall comply with the provisions of the Data Protection Act 1998 to the extent that it applies to each of them.

16. WORK ON SITE

16.1 Where the Supplier undertakes the installation of equipment or work on any of Greencore's sites as part of the provision of the Goods and Services, the Supplier shall comply with any instructions issued to it and comply with all Policies (relevant to the Site) and procedures notified to it from time to time.

17. INSPECTION

17.1 If there is a Supply Agreement, once each year during the Term or in the absence of a Supply Agreement, at Greencore's option;

17.1.1 the Supplier will (at its cost as specified in **Condition 17.2**) permit Greencore and its employees or agents access to the manufacturing sites listed in the Supply Agreement and/or (including in the absence of any Supply Agreement) any site connected with the supply of the Goods and Services upon reasonable prior written notice during normal business hours for the purpose of inspecting, auditing, verifying, monitoring or testing the manner and performance of the Supplier's obligations under the Contract provided that in the exercise of its right under this **Condition 17.1**, Greencore will not cause undue

disruption to the business of the Supplier; or

17.1.2 Greencore (at the Supplier's cost as specified in **Condition 17.2**) will be entitled upon reasonable prior written notice during normal business hours to inspect or cause to be inspected such records, documents and other apparently relevant information (in whatever tangible or intangible form) as Greencore will reasonably require and will be entitled to be supplied without charge with any copies or extracts therefrom.

17.2 Subject to **Condition 17.3** Greencore will be entitled to charge the Supplier for the following:

17.2.1 approval by paperwork verification of third party audit scheme or supplier self audit under **Condition 17.2** is £200 plus VAT;

17.2.2 approval by site visit in the UK under **Condition 17.1** is £750 plus VAT;

17.2.3 approval by site visit outside the UK under **Condition 17.2** is £750 plus travel expenses plus VAT.

17.2.4 approval by site visit to distribution facilities in the UK under **Condition 17.1** is £350 plus VAT;

17.2.5 approval by paperwork of audits and supply matrix's of Agents under **Condition 17.1** is £350 plus VAT;

17.3 Greencore may increase the charges set out in **Condition 17.2** by notifying the Supplier in writing prior to any inspection under **Condition 17.1**.

18. NOTICES

18.1 Any notices must be in writing and may be delivered only by hand, first class post, special delivery post or fax, addressed to the recipient at its registered office, or to any other address or fax number as notified in writing to the sender by the other party. Notices shall be deemed to be served on the Business Day following receipt by the recipient of the notice.

18.2 Greencore may increase the charges set out in **Condition 17.2** by notifying the Supplier in writing prior to any inspection under **Condition 17.1**.

19. SUBCONTRACTING AND ASSIGNMENT

19.1 The Supplier may not subcontract, assign or transfer its rights or obligations under the Contract without the prior written consent of Greencore. Where the Supplier is permitted to subcontract by Greencore, the Supplier shall remain responsible and liable for the acts and omissions of its subcontractors.

19.2 Greencore may subcontract, assign or transfer its rights or obligations under the Contract at any time.

20. GOODS INCORPORATED INTO GREENCORE PRODUCTS

20.1 If Greencore incorporates Goods supplied by the Supplier with or uses Goods supplied by the Supplier ancillary to any composite or other products to be produced, manufactured, processed or supplied by Greencore (the "Greencore Products") then the Supplier shall:

20.1.1 provide Greencore with copies of all written instructions, information and warnings to be supplied by Greencore in relation to the relevant Goods and/or Greencore Products, (provided that inspection by Greencore shall not constitute acceptance or approval by Greencore of such instructions, information or warnings); and

20.1.2 indemnify Greencore against all actions, claims, costs, demands, expenses and damages (including without limit for legal actions) of whatsoever nature suffered or incurred by Greencore in the event that any claim or claims are made against Greencore relating to the Greencore Products in circumstances in which the Goods:

20.1.2.1 were the defective part of the Greencore Products;

20.1.2.2 rendered the Greencore Products defective by reason of any act or omission of the Supplier or by reason of Greencore following the instructions or warnings given by the Supplier or other supplier of Goods.

20.2 Greencore hereby acknowledges its duty to pass on to its customers (where appropriate) all instructions, information and warnings supplied to it by the Supplier with the Goods.

21. GOVERNING LAW AND JURISDICTION

21.1 The Contract and any non-contractual dispute arising out of it shall be governed by and construed in accordance with English law and is subject to the exclusive jurisdiction of the courts of England.

22. GENERAL

22.1 If any part of the Contract is found by any court or authority to be illegal, invalid or unenforceable then that part will be removed from the Contract to the extent required, but the other parts of the Contract will remain in full force and effect.

22.2 Except as stated in **Conditions 22.3 to 22.7** the parties to the Contract do not intend that any of its terms will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person or entity not a party to it.

22.3 The Supplier shall provide the Goods and Services to Greencore and, if Greencore requires in writing, to any other member of the Greencore Group.

22.4 The obligations owed to Greencore shall be owed to any member of Greencore Group to whom the Goods and Services are actually provided.

22.5 A company within the Greencore Group who receives Goods and Services under the Contract can enforce the terms of the Contract under the Contracts (Rights of Third Parties) Act 1999.

22.6 Greencore may (but shall not be required to) elect that losses under the Contract of other companies in the Greencore Group shall be considered to be losses of Greencore. This means that Greencore can recover those losses as if they were losses suffered directly by Greencore.

22.7 The parties may vary or rescind the Contract without the consent of any member of the Greencore Group.

22.8 If, at any time, either party fails to exercise any right or remedy in connection with any part of the Contract, this will not operate as a waiver of that right or remedy.

22.9 The Contract contains all the terms which Greencore and the Supplier have agreed in relation to the Goods and Services and supersedes any previous written or oral agreements or representations between the parties relating to the Goods. The Supplier acknowledges that it has not relied upon any warranty, representation, and statement or understanding made by Greencore which is not set out in the Contract.

22.10 In performing its obligations under the Contract, the Supplier shall ensure that neither its officers nor employees shall offer, promise or give a financial or other advantage to any Greencore employee, representative, agent or other entity acting on behalf of Greencore with the intention of inducing that person to improperly perform any activity connected with the Supplier's or Greencore's business, or to reward that person for the improper performance of any activity connected with the Supplier's or Greencore's business, or in any other way contravene Sections 1 and/or 2 of the Bribery Act 2010.

