

## GRENCORE STANDARD TERMS AND CONDITIONS OF PURCHASE

### GOODS (FOR RESALE)

#### 1. DEFINITIONS

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

**"Anti-Slavery Laws"** any and all Applicable Laws anywhere in the world which relate to anti-slavery or servitude, anti-forced or compulsory labour and/or human trafficking;

**"Applicable Law"** any:

- (a) statute, statutory instrument, bye-law, order, regulation, directive, treaty, decree, decision of the European Council or law (including any common law or civil law judgment, demand, order or decision of any court, regulator or tribunal);
- (b) rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or
- (c) industry code of conduct or guideline,

which relates to a Contract and/or the Goods or the use or application of the Goods;

**"Arising IPR"** all Intellectual Property Rights which come into existence as a result of the performance by the Supplier of this Agreement which are bespoke to Grencore;

**"Business Day"** any day other than a Saturday, Sunday or bank or public holiday in England and/or Wales;

**"Conditions"** these terms and conditions of purchase;

**"Confidential Information"** has the meaning given to it in **Condition 14.1**;

**"Contract"** any contract between Grencore and the Supplier for the sale and purchase of the Goods formed in accordance with **Condition 2**;

**"Delivery Address"** the address or addresses for delivery of the Goods set out in the Order;

**"Delivery Date"** the date or dates for delivery of the Goods set out in the Order;

**"Disputed Sum"** that part of an amount invoiced by the Supplier which is the subject of a bona fide dispute;

**"Goods"** the Goods set out in the Order;

**"Grencore"** means the member of the Grencore Group named in the Order, whose registered office is at Grencore Manton Wood, Retford Road, Manton Wood Enterprise Park, Worksop, S80 2RS;

**"Grencore Group"** in relation to Grencore, 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;

**"Intellectual Property Rights"** all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, rights in Know-How, registered trade marks, registered designs, models, unregistered design rights, unregistered trade marks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions;

**"Know-How"** formulae, methods, plans, inventions, discoveries, improvements, processes, performance methodologies, techniques, specifications, technical information, tests, results, reports, component lists, manuals and instructions;

**"Liability"** liability arising out of or in connection with a Contract, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including without limitation any liability under an indemnity contained in a Contract and/or arising from any breach of or failure to perform or defect or delay in performance of, any of a party's obligations under a Contract, in each case howsoever caused including if caused by negligence;

**"Modern Slavery Practice"** any practice that amounts to (a) slavery or servitude (each as construed in accordance with Article 4 of the Convention for the Protection of Human Rights and Fundamental Freedoms of 4 November 1950 as amended), (b) forced or compulsory labour (as defined by the International Labour Organisation's Forced Labour Convention 1930 (No. 29) and Protocol), (c) human trafficking or (d) the arranging or facilitation of the travel of another person with a view to that person being exploited;

**"Order"** Greencore's order (in whatever form) in respect of the Goods

**"Policies"** all of Greencore's policies from time to time, including (without limitation), those on health and safety, site security and corporate social responsibility;

**"Price"** the prices for the Goods as set out in the Order;

**"Rebate"** the rebate (if any) set out in the Order;

**"Representative"** in respect of a party, that party's officers, directors, employees, consultants and professional advisers (and in the case of Greencore this shall include members of the Greencore Group and their officers, directors, employees, consultants and professional advisers); and **"Representative"** means any of them;

**"Specification"** means the specification of the Goods set out in or referred to in the Order;

**"Supplier"** the entity named as the supplier in the Order;

**"VAT"** means value added tax; and

**"writing"** subject to **Condition 16**, includes (without limitation) electronic mail and any comparable means of communication.

## **2. FORMATION**

2.1 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 shall be deemed to be an offer by the Supplier to sell the Goods on these Conditions and will remain open for acceptance for 60 days from its date. A contract for the supply of Goods by the Supplier to Greencore on these Conditions will be formed when Greencore accepts the quotation by issuing an Order to the Supplier. No Contract will exist prior to the submission of the relevant Order.

- 2.3 Each Contract shall form a separate agreement for the provision of Goods 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, 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 all of the to which the Contract relates 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, indirect or consequential) or any indirect or consequential loss.
- 2.6 Greencore may at any time make changes in writing relating to a Contract. If such changes result in an increase in or decrease in the cost of, or time required for, the performance of the Contract, a fair adjustment will be made to the Price and/or delivery schedule. Any such adjustment must be approved by Greencore in writing before the Supplier proceeds with such changes.
- 2.7 If there is any conflict between the Conditions and any Order, then the terms of that Order shall prevail.

### **3. THE PROVISION OF THE GOODS**

3.1 The Supplier will supply the Goods:

- 3.1.1 in the quantities and at the quality specified in the Contract;
- 3.1.2 in accordance with the Order and the Specification or, where there is no Specification, any written specification of the Goods provided by the Supplier to Greencore which Greencore has approved;
- 3.1.3 in accordance with the description of the Goods specified in the Contract; and
- 3.1.4 in compliance with all Applicable Law.

This is a condition of each Contract which allows Greencore to terminate the relevant Contract for material breach if the Supplier does not meet it.

- 3.2 The Supplier shall promptly provide Greencore with any information reasonably requested by Greencore relating to the supply of Goods under this Contract.
- 3.3 The Supplier shall only manufacture and/or store the Goods at facilities approved by Greencore in writing.
- 3.4 The Supplier shall only supply Goods and ingredients and/or materials incorporated into Goods with a place of origin approved by Greencore in writing.

### **4. PRICE AND PAYMENT**

- 4.1 Subject to the Supplier performing its obligations in accordance with the terms of the Contract, Greencore will pay the Prices to the Supplier in accordance with this **Condition 4.**
- 4.2 The only monies to be paid by Greencore in connection with the supply of the Goods are the Prices which are inclusive of all costs and expenses incurred by the Supplier including all packaging, insurance, carriage and delivery costs. The Price is fixed (unless the parties agree otherwise in writing).

- 4.3 Any sum payable under the Contract is exclusive of VAT (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) which will be payable in addition to that sum in the manner and at the rate prescribed by law from time to time, subject to receipt by Greencore of a valid VAT invoice.
- 4.4 Unless otherwise specified in an Order, the Supplier may invoice Greencore for the Prices for the Goods at any time following delivery of the Goods.
- 4.5 Unless there is a dispute as described in **Condition 4.8**, subject to the remaining provisions of this **Condition 4**, Greencore shall pay the Prices to the Supplier in the next weekly electronic transfer payment run following the 90<sup>th</sup> day of the date of receipt of a valid invoice from the Supplier in accordance with the Contract, save that if Greencore receives a valid invoice which is due for payment in the month of March or September, Greencore shall pay the Prices in the next weekly electronic payment run following the 120<sup>th</sup> day of the date of receipt of such valid invoice from the Supplier or in the next weekly electronic payment run following the 120<sup>th</sup> day of the date of receipt of the Goods, 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 it unless such sums are not paid within 30 days of a written notice from the Supplier stating that such sums are overdue.
- 4.6 The Supplier expressly waives and releases any and all liens or claims on any of the Goods.
- 4.7 Invoices issued by the Supplier shall:
- 4.7.1 be valid tax invoices for the purposes of VAT legislation;
  - 4.7.2 identify the Supplier and the Goods; and
  - 4.7.3 be sent to Greencore at the invoice address set out in the Order, or if no address is set out, as requested by Greencore from time to time.
- 4.8 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 which Greencore believes (acting reasonably) have not been properly provided then:
- 4.8.1 Greencore will pay that part of the invoice which is not the Disputed Sum in accordance with **Condition 4**;
  - 4.8.2 Greencore will be entitled to withhold payment of the Disputed Sum;
  - 4.8.3 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;
  - 4.8.4 the Supplier will provide all such information and evidence as may be reasonably necessary to verify the Disputed Sum; and
  - 4.8.5 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.
- 4.9 If any sum payable under a Contract is not paid on or before the due date for payment the non-defaulting party will be entitled to charge the defaulting party interest on that sum at 2% per annum above the base lending rate from time to time of HSBC Bank plc from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis.
- 4.10 Greencore or any member of the Greencore Group will be entitled but not obliged at any time without notice to the Supplier to set off any liability which the Supplier has to it or any member of the Greencore Group (howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency) against any liability which it has to the Supplier. Greencore's rights under this **Condition 4.10** will be

without prejudice to any other rights or remedies available to Greencore under the Contract or otherwise.

- 4.11 The Supplier shall pay Greencore the Rebate (if any) in accordance with the terms set out in the Order.
- 4.12 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. INSPECTION AND DELIVERY OF GOODS**

- 5.1 Without prejudice to Greencore's rights and remedies, the Supplier will provide or procure the provision of access to Greencore and its officers, employees, agents and subcontractors to any site connected with the supply of the Goods upon reasonable notice and during normal business hours for the purpose of inspecting, auditing, verifying, monitoring or testing the Goods or the manner and performance of the Supplier's obligations under the Contract. Greencore will use reasonable endeavours not to cause undue disruption to the business of the Supplier in the exercise of its right under this **Condition 5.1**.
- 5.2 The Goods shall be delivered to the Delivery Address on or by the Delivery Date and within the delivery window set out in the Order (if any) (unless otherwise requested by Greencore in writing).
- 5.3 Unless otherwise specified in an Order, the Supplier shall off-load the Goods at its own risk and as directed by Greencore.
- 5.4 The Supplier shall ensure that:
  - 5.4.1 it is compliant with Greencore's instructions (and where applicable, any instructions of the carrier) and any Applicable Laws in respect of the manufacture, packing, packaging, marking, storage, handling and delivery of the Goods;
  - 5.4.2 all Goods supplied are treated as food goods and are packed safely and securely in accordance with best practice for Goods of that type and transported with goods which are the same as or similar to the Goods in or on covered vehicles;
  - 5.4.3 all Goods conform with Greencore's packaging requirements;
  - 5.4.4 it provides Greencore with all relevant instructions with regards to the storage of the Goods;
  - 5.4.5 the packaging materials and carriage will not taint the Goods and shall be such that the Goods do not leak, corrode, deteriorate, become contaminated or otherwise become non-complaint with the Contract;
  - 5.4.6 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
  - 5.4.7 it has and maintains in force during the term of the Contract all licences, permissions, authorisations, consents and permits needed to manufacture (where applicable) and supply the Goods in accordance with the terms of Contract.
- 5.5 The Supplier may not deliver the Goods by separate instalments unless specifically agreed in writing by Greencore. If Greencore does so agree, then each instalment will constitute a separate Contract.

5.6 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.

## **6. INTELLECTUAL PROPERTY**

6.1 Nothing in this Contract will operate to transfer to the Supplier or to grant to the Supplier any licence or other right to use any of Greencore's Intellectual Property Rights.

6.2 The Supplier grants to Greencore a perpetual, irrevocable non-exclusive, worldwide, sub-licensable, royalty free licence to use any Intellectual Property Rights of the Supplier which Greencore requires in order to make use of the Goods.

6.3 All Arising IPR will be the property of Greencore.

6.4 The Supplier, with full title guarantee:

6.4.1 assigns to Greencore (by way of present assignment of the future copyright) all future copyright in the Arising IPR; and

6.4.2 agrees to assign to Greencore all other Intellectual Property Rights in the Arising IPR,

throughout the world for the whole term, including any extensions or renewals of such Intellectual Property Rights, and including the right to sue for damages and other remedies for infringements of such Intellectual Property Rights.

6.5 The Supplier will, at its own cost:

6.5.1 execute all such documents and do all such acts and things as Greencore may reasonably request from time to time in order to secure the full right, title and interest of Greencore in the Intellectual Property Rights in the Arising IPR; and

6.5.2 procure the irrevocable waiver of all moral rights (and any broadly equivalent rights which may exist in any territory of the world) in the Arising IPR.

6.6 The Supplier will indemnify Greencore and each member of the Greencore Group (as applicable) against all losses, liabilities, costs, damages and expenses that Greencore or the relevant member of the Greencore Group does or will incur or suffer, all claims or proceedings made, brought or threatened against Greencore or the relevant member of the Greencore Group by any third party and all losses, liabilities, costs (on a full indemnity basis), damages and expenses Greencore or the relevant member of the Greencore Group does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with the actual or alleged infringement of the third party's Intellectual Property Rights as a result of the use, possession or sale of the Goods by Greencore or the relevant member of the Greencore Group.

## **7. WARRANTIES AND UNDERTAKINGS**

7.1 The Supplier warrants and undertakes to Greencore that:

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

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

7.1.3 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 or where the Supplier customarily

guarantees the Goods for a longer period of time, such longer period (unless otherwise stated in the relevant Order); and

7.1.4 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 or where the Supplier customarily guarantees the Goods for a longer period of time, such longer period (unless otherwise stated in the relevant Order).

7.2 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.

## **8. POLICIES**

8.1 The Supplier will comply with the Policies notified to it by Greencore from time to time and all lawful and reasonable directions of Greencore.

8.2 If required by Greencore, the Supplier shall be registered with the Suppliers Ethical Data Exchange (Sedex <http://www.sedexglobal.com/about-sedex/>) and linked to Greencore through the Sedex platform.

8.3 Without prejudice to any other provision of the Contract, the Supplier, will whilst present at any Greencore site, at all times:

8.3.1 comply with all of the Policies notified to it by Greencore from time to time and any other on site regulations (including security rules and safety requirements);

8.3.2 comply with any requirements of or instructions that may be given by Greencore (including any request to leave immediately the site); and

8.3.3 not create any unnecessary nuisance, annoyance, damage or disturbance on the site or to any assets on the site.

## **9. ENDING THE CONTRACT**

9.1 Either party may end a 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.

9.2 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. CONSEQUENCES OF ENDING A CONTRACT**

10.1 Even after the Contract has ended:

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

10.1.2 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 6, 7, 10, 11, 12, 14, 18, 21 and 22**.

10.2 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.

## **11. TRACEABILITY AND PRODUCT RECALL**

- 11.1 The Supplier acknowledges that the Goods are foodstuffs or are destined for re-sale as foodstuffs or with foodstuffs.
- 11.2 The Supplier shall establish and operate a system to enable the efficient tracing, withdrawal and recall of Goods supplied to Greencore.
- 11.3 In the event that Greencore or the Supplier considers for any reason that the Goods, or part thereof, should be withdrawn from sale or recalled after sale, and in particular in all instances where Greencore is required to recall the Goods or any goods into which the Goods or any part of them have been incorporated, the Supplier will to the extent the withdrawal or recall is as a result of quality issues relating to the Goods:
- 11.3.1 accept return of the Goods, in whole or in part; and
- 11.3.2 credit Greencore with the full Prices paid for the Goods; and
- 11.3.3 indemnify Greencore against all losses, liabilities, costs, damages and expenses that Greencore does or will incur or suffer, all claims or proceedings made, brought or threatened against Greencore by any person and all losses, liabilities, costs (on a full indemnity basis), damages and expenses Greencore does or will incur or suffer as a result of defending or settling any actual or threatened claim or proceeding, in each case whether within or outside of the United Kingdom and arising out of or in connection with any and all instances where Greencore is required to recall or withdraw the Goods.
- 11.4 Greencore reserves all rights to issue notices of quarantine, destruction and/or rejection of the Goods in all cases where there is an actual or perceived risk of injury or harm to the public and in all circumstances where Greencore may itself be subject to such notice, in particular but not limited to any local authority or regulatory order.

## **12. LIABILITY**

- 12.1 Without prejudice to any other right or remedy available to Greencore, if any Goods 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 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 to give the Supplier the opportunity at the Supplier's expense either to fix the Goods or to supply replacement goods which comply with the terms of this Contract;
- 12.1.3 to refuse to accept any further deliveries of the Goods without any liability to Greencore;
- 12.1.4 to charge the Supplier an administration charge of £45.00 plus VAT where Goods do not comply with **Condition 3.1**; and
- 12.1.5 the Supplier will pay all costs associated with fixing or replacing the Goods 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 (if any) to the other:
- 12.2.1 for personal injury or death resulting from its negligence or the negligence of a person for whom it is vicariously liable;



- 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 under the indemnity in **Condition 6.6** (Intellectual Property);
  - 12.2.4 under the indemnity in **Condition 11.3.3** (Traceability and Product Recall);
  - 12.2.5 for breach of **Condition 14** (Confidentiality);
  - 12.2.6 for fraud or fraudulent misrepresentation or the fraud or fraudulent misrepresentation by a person for whom it is vicariously liable; 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 arising under or in connection with any Contract shall be limited to the Prices paid or payable by Greencore in respect of that Contract.
- 12.4 Subject to **Condition 12.2**, neither party will have any Liability to the other party for any indirect, consequential or special loss.

### **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 £5,000,000 (five million pounds) for any one claim; and
  - 13.1.4 motor insurance for a minimum of £1,000,000 (one million pounds) for any one claim.
- 13.2 The Supplier shall promptly on request supply written evidence of such insurances to Greencore.

### **14. CONFIDENTIALITY**

- 14.1 In this Contract, "**Confidential Information**" means, subject to **Condition 14.4**:
- 14.1.1 any information (whether written, oral, in electronic form or in any other media) that is disclosed in connection with this Contract by or on behalf of a party (the "**Discloser**") to the other party (the "**Recipient**") whether before, on or after the date of this Contract and that relates (in whole or in part) to the Discloser (and where the Discloser is Greencore, any member of the Greencore Group) or its (or their) businesses; and
  - 14.1.2 the terms of or subject matter of this Contract or any discussions or documents in relation to it, and in respect of such information each party will be deemed to be a Recipient.
- 14.2 The Recipient will at all times, but subject to **Condition 14.3** and **Condition 14.4**:
- 14.2.1 keep the Confidential Information secret and will only disclose it in the manner and to the extent expressly permitted by this **Condition 14**;

- 14.2.2 use the Confidential Information solely for the purpose of performing its obligations and exercising its rights under this Contract;
  - 14.2.3 only make such copies, summaries, extracts, transcripts, notes, reports, analyses and recordings (in any form of media) that use, contain or are based on (or derived from) Confidential Information as are reasonably necessary to perform its obligations and exercise its rights under this Contract; and
  - 14.2.4 keep the Confidential Information safe and secure and apply to it documentary and electronic security measures that match or exceed those the Recipient operates in relation to its own confidential information and will never exercise less than reasonable care.
- 14.3 The Recipient may disclose Confidential Information:
- 14.3.1 to those of the Recipient's Representatives who need access to that Confidential Information in order for the Recipient's obligations under this Contract to be performed and the Recipient's rights under this Contract to be exercised. Prior to any such disclosure the Recipient must make that Representative aware of the fact that the Confidential Information is confidential and the obligations of confidentiality contained in this **Condition 14**. The Recipient will take reasonable steps to procure that each of the Recipient's Representatives will not do or omit to do anything which if done or omitted to be done by the Recipient would constitute a breach of this **Condition 14**. The Recipient will be liable for the acts and omissions of its Representatives in respect of the Discloser's Confidential Information as if they were acts or omissions of the Recipient; and
  - 14.3.2 to the extent required by law or by any governmental or regulatory authority (including any stock or investment exchange or listing authority or the Panel on Takeovers and Mergers). Where reasonably practicable and lawful the Recipient will notify the Discloser in writing in advance of such disclosure, will consult with the Discloser as to the content, purpose and means of disclosure and will seek to make such disclosure subject to obligations of confidence consistent, so far as reasonably possible, with the terms of this Contract.
- 14.4 Subject to **Condition 14.5**, the Recipient's obligations under this **Condition 14** will not extend to Confidential Information which:
- 14.4.1 the Discloser agrees in writing is not Confidential Information;
  - 14.4.2 at the time of disclosure was in the public domain or subsequently enters into the public domain other than as the direct or indirect result of a breach of this **Condition 14** by the Recipient or any of the Recipient's Representatives;
  - 14.4.3 the Recipient can prove to the reasonable satisfaction of the Discloser from written records or other substantive evidence:
    - 14.4.3.1 has been received by the Recipient (or one of the Recipient's Representatives) at any time from a third party who did not acquire it in confidence and who is free to make it available to the Recipient (or the relevant Representative); or
    - 14.4.3.2 was independently developed by the Recipient (or one of the Recipient's Representatives) without any breach of this Contract.
- 14.5 **Condition 14.4.3** will not apply to the Confidential Information referred to in **Condition 14.1.2**.
- 15. INSPECTION**
- 15.1 Greencore (at the Supplier's cost as specified in **Condition 15.2**) will be entitled upon reasonable notice and 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.

15.2 Subject to **Condition 15.3** Greencore will be entitled to charge the Supplier for the following:

15.2.1 approval by paperwork verification of third party audit scheme or supplier self audit under **Condition 15.1** is £200 plus VAT;

15.2.2 approval by site visit in the UK under **Condition 15.1** is £750 plus VAT;

15.2.3 approval by site visit outside the UK under **Condition 15.1** is £750 plus travel expenses plus VAT.

15.2.4 approval by site visit to distribution facilities in the UK under **Condition 15.1** is £350 plus VAT;

**15.2.5** approval by paperwork of audits and supply matrix's of Agents under **Condition 15.1** is £350 plus VAT.

15.3 Greencore (at the Supplier's cost as specified in **Condition 15.4**) will, acting reasonably, be entitled upon reasonable notice and during normal business hours to carry out an investigation audits and/ or hygiene audits of the Supplier's premises. During such investigation audits and/ or hygiene audits, the Supplier shall permit Greencore to have such access on demand to the Supplier's premises, personnel, systems, books and records and other apparently relevant information as Greencore may reasonably require.

15.4 Subject to **Condition 15.4** Greencore will be entitled to charge the Supplier for the following:

15.4.1 Changes for conducting an investigation audit under **Condition 15.3** is £1000 plus VAT.

15.4.2 Changes for conducting a hygiene audit under **Condition 15.3** is £1000 plus VAT.

15.5 Greencore may increase the charges set out in **Condition 15.2 and Condition 15.4** by notifying the Supplier in writing prior to any inspection under **Condition 15.1 and Condition 15.3**.

## **16. NOTICES**

16.1 Any notices given under or in connection with this Contract must be in writing marked for the attention of the specified representative of the other party:

16.1.1 sent to that party's address by pre-paid first class post or mail delivery service providing proof of delivery; or

16.1.2 delivered to or left at that party's address (but not, in either case, by one of the methods set out in **Condition 16.1.1**).

16.2 The address and representative for each party shall be as notified to the other party in writing from time to time.

16.3 Notices given in accordance with **Condition 16.1** will be deemed to have been served on the next Business Day after the day of posting (where the notice has been served in accordance with **Condition 16.1.1**) or the next Business Day after being left at the relevant address (where the notice has been served in accordance with **Condition 16.1.2**).

## **17. SUBCONTRACTING AND ASSIGNMENT**

- 17.1 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.
- 17.2 Greencore may subcontract, assign or transfer its rights or obligations under the Contract at any time.

## **18. GOODS INCORPORATED INTO GREENCORE PRODUCTS**

- 18.1 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:
- 18.1.1 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
  - 18.1.2 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:
    - 18.1.2.1 were the defective part of the Greencore Products;
    - 18.1.2.2 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.
- 18.2 Greencore hereby acknowledges it's duty to pass on to its customers (where appropriate) all instructions, information and warnings supplied to it by the Supplier with the Goods.

## **19. ANTI-CORRUPTION**

- 19.1 The Supplier will, and will procure that its officers, employees, agents and any other persons who perform obligations for it or on its behalf in connection with the Contract will:
- 19.1.1 not commit any act or omission which causes or could cause Greencore or the Supplier to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption;
  - 19.1.2 comply with any Greencore Policy (as notified to it from time to time) relating to anti-corruption as updated from time to time;
  - 19.1.3 keep accurate and up to date records showing all payments made and received and all other advantages given and received in connection with the Contract and the steps taken to comply with this **Condition 19.1**, and permit Greencore to inspect those records as reasonably required;
  - 19.1.4 promptly notify Greencore of:
    - 19.1.4.1 any request or demand for any financial or other advantage received by the Supplier (or that person); and
    - 19.1.4.2 any financial or other advantage the Supplier (or that person) give or intend to give whether directly or indirectly in connection with the Contract; and

19.1.4.3 promptly notify us of any breach of this **Condition 19.1**.

19.2 Greencore may terminate the Contract immediately by giving written notice to that effect to the Supplier if the Supplier is in breach of **Condition 19.1**.

## **20. ANTI-SLAVERY**

20.1 The Supplier will not engage in any Modern Slavery Practice.

20.2 The Supplier will:

20.2.1 comply with any Policies of Greencore relating to anti-slavery (as notified to the Supplier by Greencore and as amended from time to time) at all times and will procure that its officers, employees, agents and any other persons who perform services for or on behalf of it in connection with this Contract will comply with the same at all times;

20.2.2 conduct proper and adequate checks on any agency or person used by it to provide labour, employees, contractors or other persons to undertake tasks for it (in each case whether on a permanent or temporary basis) to ensure that any such agency or person does not engage in any Modern Slavery Practice;

20.2.3 provide Greencore (at the Supplier's cost) with such reasonable assistance and information as Greencore may require from time to time to enable Greencore to:

20.2.3.1 perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of compliance with any applicable Anti-Slavery Laws or as required by Greencore;

20.2.3.2 prepare a slavery and human trafficking statement as required by section 54 Modern Slavery Act and to include the matters referred to in section 54(5) of that Act;

20.2.3.3 identify any non-compliance with any Policy of Greencore (as notified to it by Greencore from time to time) relating to anti-slavery; and

20.2.3.4 conduct due diligence and to measure the effectiveness of the steps we are taking or wish to take to ensure that Modern Slavery Practices are not taking place in the Greencore business or supply chains;

20.2.4 permit Greencore, and any person nominated by Greencore for this purpose to have such access on demand to the Supplier's premises, personnel, systems, books and records as Greencore may reasonably require to verify the Supplier's compliance with this **Condition 20**.

20.2.5 Greencore may terminate any Contract immediately by giving written notice to that effect to the Supplier if the Supplier is in breach of any of its obligations under **Conditions 20.1** or **20.2**.

## **21. GOVERNING LAW AND JURISDICTION**

21.1 The Contract and any non-contractual obligations arising out of or in connection with it will be governed by the laws of England and Wales.

21.2 The courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with the Contract (including in relation to any non-contractual obligations).

## **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 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 are actually provided.
- 22.5 A company within the Greencore Group who receives Goods under the Contract can enforce the terms of the Contract under the Contracts (Rights of Third Parties) Act 1999.
- 22.6 The parties may vary or rescind the Contract without the consent of any member of the Greencore Group.
- 22.7 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.
- 22.8 The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:
- 22.8.1 neither Greencore or the Supplier has entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement which is not expressly set out in the Contract; and
- 22.8.2 nothing in this **Condition 22.8** will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.
- 22.9 Save as otherwise expressly provided in this Contract, no variation to this Contract will be effective unless it is in writing and signed by a duly authorised representative on behalf of each of the parties.