

## GREENCORE STANDARD TERMS AND CONDITIONS OF PURCHASE

### GOODS AND SERVICES (NOT FOR RESALE)

#### 1. DEFINITIONS

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

**"Agreement"** the agreement between the parties for the supply of Goods and/or Services which is formed of the Cover Letter, the Terms and Conditions and any incorporated Schedules

**"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"** all applicable laws, statutes, regulations and codes from time to time in force.

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

**control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **Change of Control** shall be construed accordingly.

**"Charges"** the charges for the Goods and Services (if any) as set out in Schedule 3;

**"Confidential Information"** has the meaning given to it in **Clause 8.1**;

**"Data Processing Agreement"** means a separate agreement between the parties governing any authorised Processing of Personal Data by the Supplier

**"Data Protection Laws"** means

a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

**"Deliverables"** any output from the Services (if any);

**"Delivery Address"** the address or addresses for delivery of the Goods set out in relevant Schedule

**"Delivery Date"** the date or dates for delivery of the Goods and/or Services set out in the relevant Schedule;

**"Goods"** the Goods set out in the relevant Schedule;

**"Greencore"** means the member of the Greencore Group named in the Cover Letter;

**"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;

**"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;

**"Liability"** liability arising out of or in connection with a Agreement, whether in Agreement, tort, misrepresentation, restitution, under statute or otherwise, including without limitation any liability under an indemnity contained in a Agreement 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 Agreement, 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;

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

**"Rebate"** the rebate (if any) set out in the applicable Charges Schedule;

**"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;

**"Services"** the services set out in the relevant Schedule;

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

**"Supplier"** the entity named as the supplier in the Cover Letter;

**"Term"** as detailed in the applicable Cover Letter

**"Terms and Conditions"** these Greencore Standard Terms And Conditions Of Purchase Goods And Services (Not For Resale)

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

## 2. FORMATION

2.1 This Agreement 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 Agreement.

2.2 The Terms and Conditions and any Schedules form part of the Agreement and will have the same force and effect as if set out in the body of the Agreement and any reference to this Agreement will include the Cover Letter, the Terms and Conditions and any Schedules;

2.3 To the extent only of any conflict between the Cover Letter, Terms & Conditions, Schedules and any other documents expressly incorporated into the Agreement, the order of precedence will be as follows: the Cover Letter, the Schedules, the Terms and Conditions

## 3. 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 Agreement;

3.1.2 in accordance with 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 Agreement;

3.1.4 in compliance with all Applicable Law.

3.2 The Supplier shall promptly provide Greencore with any information reasonably requested by Greencore relating to the supply of Goods under this Agreement.

#### 4. DELIVERY OF GOODS

4.1 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 and Services (if any) upon reasonable notice and during normal business hours for the purpose of inspecting, auditing, verifying, monitoring or testing the Goods or Services (if any) or the manner and performance of the Supplier's obligations under the Agreement. Greencore will use reasonable endeavours not to cause undue disruption to the business of the Supplier in the exercise of its right under this **Clause 4.1**.

4.2 The Goods shall be delivered to the Delivery Address on or by the Delivery Date and within the delivery window set out in the applicable Schedule (if any) (unless otherwise requested by Greencore in writing).

4.3 Unless otherwise specified, the Supplier shall off-load the Goods at its own risk and as directed by Greencore.

4.4 The Supplier shall ensure that:

4.4.1 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;

4.4.2 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;

4.4.3 it provides Greencore with all relevant instructions with regards to the storage of the Goods;

4.4.4 it has and maintains in force during the term of the Agreement all licences, permissions, authorisations, consents and permits needed to manufacture (where applicable) and supply the Goods in accordance with the terms of Agreement.

4.5 The Supplier may not deliver the Goods by separate instalments unless specifically agreed in writing by Greencore..

4.6 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.

#### 5. SERVICES

5.1 The Supplier will, in performing the Services:

5.1.1 use the degree of skill, care, prudence, supervision, diligence, foresight, quality control and quality management which would be adopted by a leading professional provider of the Services;

5.1.2 use appropriately qualified, trained and experienced personnel;

5.1.3 fulfil all requirements set out in the applicable Schedule;

5.1.4 conduct itself in a safe manner which is free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner;

5.1.5 ensure that it has and maintains all licences, permissions and consents required from time to time; and

5.1.6 not do or omit to do anything which may cause Greencore to lose any licence, permission or consent or to be in breach of any Applicable Law.

5.2 The Supplier shall promptly provide Greencore with any information reasonably requested by Greencore relating to the supply of the Services (if any) under this Agreement.

5.3 The Supplier will perform the Services on the performance dates set out in the applicable Schedule.

## 6. CHARGES AND PAYMENT

6.1 Subject to the Supplier performing its obligations in accordance with the terms of the Agreement, Greencore will pay the Charges (if any) to the Supplier in accordance with this Clause 6.

6.2 Any sum payable under the Agreement 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.

6.3 Unless there is a dispute, subject to the remaining provisions of this Clause 6, Greencore shall pay the Charges 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 in accordance with the Agreement, save that if Greencore receives a valid invoice which is due for payment in the month of March or September, Greencore shall pay the Charges in the next weekly electronic 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/or Services whichever is the later. Notwithstanding the foregoing or any other term of the Agreement, the Supplier agrees that Greencore shall not be in breach of the Agreement 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.

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

6.5 Invoices issued by the Supplier shall include a Purchase Order Number to be provided to the Supplier by Greencore as soon as reasonably practicable after execution of the Agreement

6.6 If any sum payable under a Agreement 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.

6.7 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 Clause 6.7 will be without prejudice to any other rights or remedies available to Greencore under the Agreement or otherwise.

6.8 The Supplier shall pay Greencore the Rebate (if any) in accordance with the terms set out in the applicable Schedule.

6.9 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 on the Friday of the relevant week, or if the Friday is a public holiday, then the previous Business Day. Monies will be paid via electronic transfer and the Supplier will normally receive payment within three Business Days of such electronic transfer.

## 7. INTELLECTUAL PROPERTY

- 7.1 The Supplier and its licensors shall retain ownership of all Supplier Background IPRs. Greencore and its licensors shall retain ownership of all Greencore Background IPRs and the Greencore shall own all Foreground IPRs.
- 7.2 The Supplier grants to Greencore, or shall procure the direct grant to the Greencore of, a fully paid-up, worldwide, non-exclusive, royalty-free [perpetual and irrevocable licence to copy and modify the Supplier Background IPRs for the purpose of receiving and using the Services and the Deliverables in its business.
- 7.3 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 and/or Deliverables by Greencore or the relevant member of the Greencore Group.

## 8. **CONFIDENTIALITY**

- 8.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customer, clients or suppliers or the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 8.2.
- 8.2 Each party may disclose the other party's confidential information:
  - 8.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 8; and
  - 8.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

## 9. **DATA PROTECTION**

- 9.1 Both parties will comply with all applicable requirements of the Data Protection Laws.
- 9.2 Where Greencore authorises the Supplier to Process the Personal Data during the term of this Agreement as a Data Processor/Processor, a separate Data Processing Agreement will be executed by the parties and the Supplier will be authorised to Process the Personal Data solely for the purpose and to the extent described in that Data Processing Agreement, if applicable.

## 10. **WARRANTIES**

- 10.1 The Supplier warrants that:
  - 10.1.1 all information communicated to Greencore by the Supplier in connection with the Agreement and, where applicable, any tender process relating to it is true, complete and accurate in all material respects;

10.1.2 the Goods and Services (if any) will correspond in every respect with the Agreement and any requirements for the Goods and Services (if any) agreed by Greencore and the Supplier in writing from time to time;

10.1.3 the Goods will be of satisfactory quality and fit for any purpose made known to the Supplier before the Agreement 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; and

10.1.4 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.

10.2 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 (if any).

## 11. LIABILITY

11.1 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 Agreement, 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:

11.1.1 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;

11.1.2 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 Agreement;

11.1.3 to refuse to accept any further deliveries of the Goods without any liability to Greencore;

11.1.4 to obtain substitute Goods from another supplier at the cost of the Supplier; and

11.1.5 the Supplier will pay all costs associated with fixing or replacing the Goods 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 **Clause 11.1**.

11.2 Without prejudice to any other right or remedy available to Greencore, if any Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Agreement, 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 Services have been accepted by Greencore:

11.2.1 to claim a refund for the Services where Greencore has already paid for those Services;

11.2.2 to require the Supplier to re-perform the Services so as to ensure that they comply with the Agreement at the Supplier's expense; and

11.2.3 the Supplier will pay all costs associated with the obtaining of substitute Services including 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 **Clause 11.2**.

11.3 Neither Greencore nor the Supplier excludes or limits its Liability (if any) to the other:

11.3.1 for personal injury or death resulting from its negligence or the negligence of a person for whom it is vicariously liable;

- 11.3.2 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;
  - 11.3.3 under the indemnity in **Clause 7.3** (Intellectual Property);
  - 11.3.4 for breach of **Clause 8** (Confidentiality);
  - 11.3.5 for breach of **Clause 9** (Data Protection);
  - 11.3.6 under the indemnity in **Clause 11.6**;
  - 11.3.7 for fraud or fraudulent misrepresentation or the fraud or fraudulent misrepresentation by a person for whom it is vicariously liable; or
  - 11.3.8 for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.
- 11.4 Subject to Clause 11.3, Greencore's maximum aggregate Liability arising under or in connection with any Agreement shall be limited to the Charges paid or payable by Greencore in respect of that Agreement.
- 11.5 Subject to Clause 11.3, neither party will have any Liability to the other party for any indirect, consequential or special loss.
- 11.6 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 Clause 17) in relation to the provision of any or all of the Goods or Services hereunder ("Claimant"), and whether arising during the Agreement, or on or after the termination of the Agreement, 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.

## 12. **INSURANCE**

- 12.1 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 Agreement, including but not limited to the following:
- 12.1.1 employers liability insurance for a minimum of £5,000,000 (five million pounds) for any one claim;
  - 12.1.2 public liability insurance for a minimum of £5,000,000 (five million pounds) for any one claim;
  - 12.1.3 products liability insurance for a minimum of £5,000,000 (five million pounds) for any one claim;
  - 12.1.4 motor insurance for a minimum of £1,000,000 (one million pounds) for any one claim; and
  - 12.1.5 where the Agreement is for the supply of Services, professional indemnity insurance for a minimum of £5,000,000 (five million pounds) for any one claim.
- 12.2 The Supplier shall promptly on request supply written evidence of such insurances to Greencore.

13. **INSPECTION**

- 13.1 Greencore (at the Supplier's cost as specified in Clause 13.2) 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.
- 13.2 Subject to Clause 13.3 Greencore will be entitled to charge the Supplier for the following:
- 13.2.1 approval by paperwork verification of third party audit scheme or supplier self audit under **Clause 13.1** is £250 plus VAT;
- 13.2.2 approval by site visit in the UK under **Clause 13.1** is £750 plus VAT;
- 13.2.3 approval by site visit outside the UK under **Clause 13.1** is (i) 8750 plus travel expenses plus VAT for a food safety inspection; or (ii) £1100 plus travel expenses plus VAT for a hygiene inspection.
- 13.2.4 approval by site visit to distribution facilities in the UK under **Clause 13.1** is £400 plus VAT;
- 13.2.5 approval by paperwork of audits of Agents under **Clause 13.1** is £250 plus VAT;
- 13.3 Greencore may increase the charges set out in Clause 13.2 by notifying the Supplier in writing prior to any inspection under Clause 13.1.

14. **TERM & TERMINATION**

- 14.1 The Agreement will continue for the Term set out on the applicable Cover Letter and will continue after that until either party provides written notice to terminate, such notice period to be further detailed on the Cover Letter and not to expire prior to the last day of the Term. The Agreement may be terminated earlier in accordance with this Clause 14.
- 14.2 Greencore may terminate the Agreement by giving not less than 30 days' written notice to that effect to the Supplier.
- 14.3 Greencore may terminate the Agreement immediately by giving written notice to that effect to the Supplier if the Supplier commits more than three (3) breaches of this Agreement in any rolling period of three (3) months whether such breaches are of the same, similar or different provisions of the Agreement and whether or not such breaches are material breaches, have been remedied and/or can be remedied.
- 14.4 Either party may end an Agreement immediately by giving written notice to the other party if the other party commits a material breach of the Agreement and, where the breach is capable of being remedied, fails to remedy the breach within 30 days of that written notice.
- 14.5 Either party may end the Agreement 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.
- 14.6 Greencore is entitled to terminate the Agreement in whole or in part by giving written notice to the Supplier at any time prior to delivery of all of the Goods or performance of all of the Services (if any) to which the Agreement 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.
- 14.7 Greencore may terminate the Agreement immediately by giving written notice to that effect to the Supplier if there is a Change in Control of the Supplier.



**15. CONSEQUENCES OF TERMINATION**

15.1 Even after the Agreement has ended:

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

15.1.2 those terms of the Agreement which are expressed, or by implication are intended to continue in force on or following the end of the Agreement shall do so, including without limit those under Clauses 7, 8, 10, 11, 15, 22 and 23.

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

**16. NOTICES**

16.1 Any notices given under or in connection with this Agreement 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 Clause 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 Clause 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 Clause 16.1.1) or the next Business Day after being left at the relevant address (where the notice has been served in accordance with Clause 16.1.2).

**17. SUBCONTRACTING AND ASSIGNMENT**

17.1 The Supplier may not subcontract, assign or transfer its rights or obligations under the Agreement 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 Agreement at any time.

**18. POLICIES**

18.1 The Supplier will comply with the Policies and all lawful and reasonable directions of Greencore.

18.2 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.

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

18.3.1 comply with all of the Policies and any other on site regulations (including security rules and safety requirements);

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

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

**19. ANTI-CORRUPTION**

19.1 The Supplier will, and will procure that its officers, employees, agents and any other persons who perform the Services for it or on its behalf in connection with the Agreement 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 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 Agreement and the steps taken to comply with this Clause 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 Agreement; and

19.1.4.3 promptly notify us of any breach of this Clause 19.1.

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

**20. PREVENTION OF FACILITATION OF TAX EVASION**

20.1 The Supplier will, and will procure that its officers, employees, agents and any other persons who perform the Services for it or on its behalf in connection with the Agreement will:

20.1.1 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 tax evasion and its facilitation.

20.1.2 Apply a zero-tolerance policy with respect to facilitation of tax evasion, and never accept being complicit in facilitating a third party to evade taxes in any jurisdiction.

20.1.3 Have reasonable procedures in place to prevent the facilitation of tax evasion; and

20.1.4 promptly notify Greencore of any breach of this Clause 20.1.

20.2 Keep accurate and up to date records demonstrating compliance with Part 3 of the Criminal Finances Act 2017 and the steps taken to comply with this Clause 20

20.3 Permit Greencore to inspect those records referenced at Clause 20.2 as reasonably required to the extent that Supplier is considered to be a person associated with Greencore under S44(4) Part 3 Criminal Finances Act 2017.

20.4 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 perform any activity required by the UK government, regulatory entity or agency for the purpose of demonstrating compliance with Part 3 of the Criminal Finances Act 2017.

20.5 Greencore may terminate the Agreement immediately by giving written notice to that effect to the Supplier if the Supplier is in breach of this Clause 20.

**21. ANTI-SLAVERY**

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

21.2 The Supplier will:

21.2.1 comply with any Policies of Greencore relating to anti-slavery 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 Agreement will comply with the same at all times;

21.2.2 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;

21.2.3 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:

21.2.3.1 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;

21.2.3.2 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;

21.2.3.3 identify any non-compliance with any Policy of Greencore relating to anti-slavery; and

21.2.3.4 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;

21.2.4 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 Clause 21.

21.2.5 Greencore may terminate any Agreement immediately by giving written notice to that effect to the Supplier if the Supplier is in breach of any of its obligations under Clauses 21.1 or 21.2.

**22. GOVERNING LAW AND JURISDICTION**

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

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

**23. GENERAL**

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

- 23.2 Except as stated in Clauses 23.3 to 23.7 the parties to the Agreement do not intend that any of its terms will be enforceable under the Agreements (Rights of Third Parties) Act 1999 by any person or entity not a party to it.
- 23.3 The Supplier shall provide the Goods and Services (if any) to Greencore and, if Greencore requires in writing, to any other member of the Greencore Group.
- 23.4 The obligations owed to Greencore shall be owed to any member of Greencore Group to whom the Goods and Services (if any) are actually provided.
- 23.5 A company within the Greencore Group who receives Goods and Services (if any) under the Agreement can enforce the terms of the Agreement under the Agreements (Rights of Third Parties) Act 1999.
- 23.6 If, at any time, either party fails to exercise any right or remedy in connection with any part of the Agreement, this will not operate as a waiver of that right or remedy.
- 23.7 The Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter Agreement in
- 23.8 Save as otherwise expressly provided in this Agreement, no variation to this Agreement will be effective unless it is in writing and signed by a duly authorised representative on behalf of each of the parties.