



STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS (LV/LR)

1. ORDERS

1.1 The Customer may at its sole discretion place orders (“Order”) for the purchase of Goods in accordance with the terms of the Contract, and the Supplier shall, in accordance with the terms of the Contract, supply all such quantities of Goods as the Customer may order.

1.2 A separate contract shall be created by each Order for Goods. Each Contract shall come into force upon the relevant Order being placed by the Customer, and shall immediately be binding upon the parties (subject to Condition 1.4).

1.3 The Supplier shall use the Customer’s Order number in correspondence relating to the relevant Order (including in invoices).

1.4 The Customer may, following the placing of an Order cancel an Order by reasonable advance written notice to the Supplier. If the Customer cancels an Order, its liability to the Supplier shall be limited to payment to the Supplier of all costs reasonably incurred by the Supplier in fulfilling the Order up until the date of deemed receipt of the amendment or cancellation, except that where the amendment or cancellation results from the Supplier’s failure to comply with any of its obligations under the Contract the Customer shall have no liability to the Supplier in respect of it. For the avoidance of doubt any liability of the Customer to the Supplier pursuant to this Condition 1.4 shall apply to the Contract relating to that Order only and not to any other Contract.

1.5 For the avoidance of doubt, the Supplier shall not be entitled to reject an Order, and shall ensure that it has sufficient manufacturing capacity, raw materials and logistics capability to fulfil all Orders placed by the Customer under each Contract.

2. DELIVERY

2.1 The Supplier shall deliver the Goods on the Delivery Date in accordance with the delivery mechanism specified in the Order.

2.2 The Supplier shall ensure that each delivery is accompanied by a delivery note which shows, inter alia, the Order number, date of Order, number of packages and contents, number of pallets and, in the case of part delivery, the outstanding balance remaining to be delivered.

2.3 The Goods shall remain at the risk of the Supplier until delivery to the Customer is complete (including off-loading, stacking and checking and accepting).

2.4 Full legal and beneficial ownership of the Goods shall pass (with full title guarantee and without any encumbrances or charges) to the Customer upon payment for the Goods being made by the Customer, however, this shall not prevent the Customer from using or selling the Goods pending payment being made.

2.5 If the whole or any part of the Goods is not delivered on the Delivery Date (or any subsequent delivery date agreed between the parties) then, without prejudice to any other rights which it may have, the Customer reserves the right to:

2.5.1 cancel the Order in whole or in part;

2.5.2 refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make under the Contract; and/or

2.5.3 obtain the relevant Goods in substitution from another supplier, and in which case:

2.5.3.1 the Supplier shall reimburse the Customer for the costs, losses and expenses it incurs in doing so; and

2.5.3.2 any Goods obtained by the Customer from an alternative supplier shall be deemed to be purchased from the Supplier, but only for the purposes of calculating the fulfilment of any volume commitments given by the Customer to the Supplier.

2.6 The Supplier shall provide such assistance as the Customer may require to off-load the Goods, and in accordance with the Customer’s health and safety policy.

2.7 If the Supplier requires the Customer to return any packaging material and/or pallets to the Supplier that fact must be clearly stated on any delivery note delivered to the Customer and any such

packaging material and pallets will only be returned to the Supplier at the cost and risk of the Supplier.

2.8 Unless the parties agree in writing in advance, if the Goods are delivered to the Customer in excess of the quantities ordered, the Customer shall not be bound to pay for the excess and any excess will be and will remain at the Supplier’s risk and will be returnable at the Supplier’s expense.

2.9 Signature on behalf of the Customer of a delivery note or other document presented for signature on delivery of the Goods is not evidence that the correct quantity or number of Goods has been delivered or that they otherwise meet the requirements of the Contract or that the Customer accepts any terms or conditions of the Supplier. The delivery shall not be deemed to have been accepted and completed until the Customer has had a reasonable time to inspect the Goods delivered following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

2.10 The Supplier shall and shall ensure that all its drivers and hauliers involved in the delivery of the Goods shall in all circumstances thoroughly check the inside and outside (including top and underside) of its vehicles for Clandestine Entrants in accordance with the Vehicle Security Checklist published from time to time by the Clandestine Entrant Civil Penalty Team of the UK Home Office.

2.11 In the event that a Clandestine Entrant is brought onto the Customer’s premises in a vehicle which is in the control of the Supplier:

2.11.1 the Customer reserves the right to reject such vehicle including all Goods contained in the vehicle;

2.11.2 the Supplier will fully indemnify the Customer for any and all expenses, costs or losses incurred; and

2.11.3 the Supplier will pay in full any penalty or charge issued by the UK Home Office in relation to such Clandestine Entrant promptly.

3. PRICE

3.1 The price of the Goods shall be stated in the Order and, unless otherwise specified, shall be exclusive of value added tax (provided that a correctly constituted VAT invoice is provided to the Customer) but inclusive of all other charges (including, in relation to the Goods, packaging, packing, shipping, carriage, insurance, tariffs, duties, taxes (including the Plastic Packaging Tax) and delivery).

3.2 No variation in the price nor extra charges will be accepted by the Customer.

4. PAYMENT

4.1 The Supplier shall invoice the Customer upon, but separately from, delivery of the Goods to the Customer.

4.2 The Supplier’s invoices shall include a description and quantity of the Goods provided and shall, where applicable, be a valid VAT invoice. Where applicable, the Supplier shall clearly identify the amount of Plastic Packaging Tax paid by the Supplier and included in the price in accordance with the Plastic Packaging Tax Regulations.

4.3 Payment for Goods shall be as stated in the Order, provided that, if in the opinion of the Customer any invoice is incorrect or does not comply with Condition 4.2, the Customer shall notify the Supplier and payment shall not be due to the Supplier for the price set out in such invoice unless and until a correct invoice has been submitted to the Customer, and then payment shall be due within the time period specified in the Order following receipt of such corrected invoice.

4.4 If any sum payable under a Contract is not paid when due, that sum will bear interest from the day after the due date until payment is made in full both before and after any judgment, at 4 per cent per annum over Barclays Bank plc base rate from time to time. The parties agree that this Condition 4.4 is a substantial remedy for late payment of any sum payable under this Contract in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998.

4.5	For the avoidance of doubt, if a payment is due on a day which is not a Business Day, the payment shall be due on the next Business Day.	7.1.1	any defect in any Goods which have been delivered to the Customer at any time;
4.6	Without prejudice to any other right or remedy which the Customer may have at law or under the Contract, if any sums are due to the Customer from the Supplier, then the Customer shall be entitled to exercise the right to set-off such sums against any payments due to the Supplier from the Customer under or in relation to the Contract.	7.1.2	any complaint, action, claim, suit or proceedings against the Supplier arising out of or in connection with the Goods;
5.	TERM OF CONTRACT	7.1.3	any disease, infection or illness arising out of or in connection with the Goods;
5.1	Each Contract shall commence on the date of the relevant Order and shall last until the final delivery of the Goods in accordance with the terms of the Contract, unless terminated earlier in accordance with the terms of the Contract.	7.1.4	any direction, order, notice or the like issued by a statutory or government body (in any jurisdiction) against the Supplier and/or persons associated with it and/or other persons who are performing services or providing goods in connection with the Contract (including any sub-contractors); and/or
6.	QUALITY OF GOODS	7.1.5	a risk that the Customer may suffer any incident that may damage its reputation (or that of any Customer Group Company or customer of any Customer Group Company) or that of any of its brands (or those of any Customer Group Company or customer of any Customer Group Company), whether or not any such defect, error, omission or incident represents a breach of the Contract, and whether or not any such defect, error, omission or incident has caused, is causing or may cause any risk of death, injury, damage to property or loss of reputation.
6.1	The Supplier warrants, represents and undertakes that the Goods shall conform in all respects with the Order, and any specification, sample or description supplied or advised by the Customer to the Supplier (including without limitation the Specification).	7.2	If the Supplier so notifies the Customer in accordance with Condition 7.1, or the Customer otherwise discovers that an event given in Condition 7.1 has occurred or is likely to occur and the Customer reasonably concludes that the event has caused, is causing or may cause any risk of damage to the Customer, any Customer Group Company or the Customer's customers' or any third party's property or reputation or any injury to any consumer, then, without prejudice to any other remedy the Customer may have, the Customer may in its absolute discretion and/or at its customers' request and in any event at the Supplier's sole cost:
6.2	The Supplier shall demonstrate on demand the conformity of the Goods to the requirements of Condition 6.1 and the conformity of the Goods, the Supplier and its processes to any legal, regulatory or statutory requirement or other law (including, where applicable, the Plastic Packaging Tax Regulations).	7.2.1	issue any notification (in writing or otherwise) to its customers about the manner of use or operation of any relevant Goods or any other products into which any such Goods have been incorporated (" Product Withdrawal "); and/or
6.3	Without prejudice to any other right or remedy which the Customer may have, if any Goods are not supplied in accordance with Condition 6.1, the Customer shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by the Customer:	7.2.2	issue any notification (in writing or otherwise) to consumers (whether directly or indirectly via a government or regulatory body) about the manner of use or operation of any relevant Goods or any other products into which any such Goods have been incorporated (" Public Recall ").
6.3.1	to rescind the Contract;	7.3	The decision for a Product Withdrawal and/or a Public Recall shall be taken by the Customer in its absolute discretion.
6.3.2	to reject the Goods (in whole or in part), and return the Goods to the Supplier, or otherwise make them available for collection (with no guarantee of storage conditions), both at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned (and for costs incurred by the Customer in returning and/or storing those Goods) shall be paid immediately by the Supplier. If Goods are made available by the Customer for collection, the Supplier shall collect the Goods from the relevant Customer Site within 48 hours of being notified that the Goods are available for collection. If it fails to do so, the Customer may (at the Supplier's cost) destroy the Goods;	7.4	In the case of a Product Withdrawal or a Public Recall, the Supplier shall, and shall procure that persons associated with it or other persons who are performing services or providing goods in connection with the Contract (including any sub-contractors), at the Supplier's cost, cooperate with the Customer and provide all assistance to ensure that the Product Withdrawal or Public Recall is promptly and effectively dealt with. The Supplier shall, and shall procure that persons associated with it or other persons who are performing services or providing goods in connection with the Contract (including any sub-contractors) shall:
6.3.3	to require the Supplier at the Supplier's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of Condition 6.1 are fulfilled;	7.4.1	follow any directions received from the Customer;
6.3.4	to refuse to accept any further deliveries of the Goods, but without any liability to the Customer; and/or	7.4.2	ensure that it retains all batch records and product information relating to the Goods which are or which may be the subject of the Product Withdrawal or Public Recall and ensure that these records are immediately made available to the Customer;
6.3.5	to carry out at the Supplier's expense any work necessary to make the Goods comply with Condition 6.1.	7.4.3	at the request of the Customer, cease delivering or otherwise distributing Goods to it;
6.4	The terms of the Contract shall apply to any repaired, replaced or remedied Goods provided by the Supplier.	7.4.4	ensure that all of its representatives and all representatives of persons associated with it or other persons who are performing services or providing goods in connection with the Contract (including any sub-contractors) are aware of and prepared for applying the procedures set out in or referred to in this Condition 7;
6.5	If any Goods are not supplied in accordance with Condition 6.1, any volume commitments given by the Customer shall be automatically suspended until the breach is remedied by the Supplier.	7.4.5	comply with all confidentiality obligations at all times;
6.6	If the Supplier fails to promptly repair, replace or remedy any Goods in accordance with Condition 6.3.3 (or, in the Customer's reasonable opinion is unable to do so), the Customer may, without affecting its other rights under this Condition 6, obtain substitute products from a third party supplier, or have the rejected Goods repaired, remedied or replaced by a third party supplier, and:	7.4.6	only supply Goods replacing the recalled or withdrawn Goods upon the Customer's request in writing;
6.6.1	the Supplier shall reimburse the Customer for the costs, losses and expenses it incurs in doing so; and	7.4.7	participate in conference calls scheduled at the discretion of the Customer; and
6.6.2	any substitute products obtained by the Customer from an alternative supplier shall be deemed to be purchased from the Supplier, but only for the purposes of calculating the fulfilment of any volume commitments given by the Customer to the Supplier.	7.4.8	allow any authorised representative or agent of the Customer to enter its premises at any time upon request for the purposes of:
7.	PUBLIC RECALL AND PRODUCT WITHDRAWAL		
7.1	The Supplier shall immediately notify the Customer and confirm in writing (providing all relevant details) if the Supplier is aware that there may be or discovers at any time that there is:		

7.4.8.1	inspecting the Goods, premises, plant, machinery, equipment, packaging or produce in respect of food safety requirements; and/or		confidential. Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination disclose to any person any Confidential Information of the other party, except as permitted by Condition 10.2.
7.4.8.2	obtaining and retaining samples of raw materials, the packaging and the finished Goods.	10.2	Each party may disclose the other party's Confidential Information:
7.5	All press or other enquiries relating to any Product Withdrawal or Public Recall shall be dealt with by the Customer and all enquiries the Supplier receives relating thereto shall be immediately referred to the Customer. The Customer shall be solely responsible for the publication of any notices or press releases associated with a Product Withdrawal or Public Recall and for notifying, keeping apprised and liaising with any Authority in relation to the Product Withdrawal or Public Recall and agreeing with it / them appropriate further actions. The Supplier shall promptly provide the Customer with the information that the Customer requires to enable the Customer to answer any questions raised by an Authority or the media accurately or to assist in preparing any required statement or press release.	10.2.1	to its employees, officers, agents, consultants or sub-contractors (and those of its Group Companies) (" Representatives ") who need to know such information for the purposes of carrying out the party's obligations under the Contract, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this Condition 10 as though they were a party to the Contract. The disclosing party shall be responsible for any breach by its Representatives of the confidentiality obligations set out in this Condition 10;
		10.2.2	to its auditors and accountants; and
		10.2.3	as may be required by law, a court of competent jurisdiction or any Authority.
8.	INSURANCE	10.3	The provisions of this Condition 10 shall not apply to any Confidential Information that:
8.1	During the term of the Contract and for a period of 24 months thereafter the Supplier shall maintain the following insurance policies with a reputable insurer and shall provide a copy of the insurance policies and proof of payment of the current premium to the Customers on request:	10.3.1	is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this Condition 10);
8.1.1	public liability insurance at an amount approved by the Customer from time to time per occurrence and aggregated in the period of insurance; and/or (at the discretion of the Customer);	10.3.2	was available to the receiving party on a non-confidential basis before disclosure;
8.1.2	product liability insurance at an amount approved by the Customer from time to time per occurrence and aggregated in the period of insurance; and	10.3.3	was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
8.1.3	such additional insurance policies as are appropriate and adequate having regard to its obligations and liabilities under the Contract.	10.3.4	the parties agree in writing is not confidential or may be disclosed.
8.2	The Supplier shall ensure that any sub-contractors also maintain adequate insurance having regard to the obligations under the Contract which they are contracted to fulfil on the Supplier's behalf.	10.4	Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in the Contract are granted to the other party or to be implied from the Contract.
8.3	The Supplier shall:	10.5	Upon termination of the Contract, or promptly following demand, each party shall promptly destroy or erase (to the extent reasonably practicable) the other party's Confidential Information. If a party is required by law, court or Authority to keep any of the other party's Confidential Information, the terms of this Condition 10 shall apply to that information.
8.3.1	do nothing to invalidate any insurance policy or to prejudice the Customer's entitlement under it; and	11.	HAMILTON GRANT AND QADEX
8.3.2	notify the Customer if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.	11.1	Hamilton Grant Interact is the Customer's nominated software system / web portal for the submission, management, review, editing and approval of Goods specifications.
8.4	The Supplier's liabilities under the Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Condition 8.1.	11.2	The Supplier agrees to:
9.	INDEMNITY	11.2.1	register with Hamilton Grant and, from time to time (and at the request of the Customer) provide specifications and any additional information relevant to the Goods to the Customer via Hamilton Grant Interact;
9.1	The Supplier shall indemnify and hold harmless and keep the Customer and all Customer Group Companies indemnified in full on demand against all liabilities, costs, expenses, damages and losses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all and other reasonable professional costs and expenses suffered or incurred by the Customer and/or any of the Customer Group Companies arising out of or in connection with:	11.2.2	proactively work with the Customer via Hamilton Grant Interact to agree upon a final specification; and
9.1.1	any Goods being the subject of a Product Withdrawal or Public Recall;	11.2.3	comply with Hamilton Grant's terms and conditions.
9.1.2	an infringement or alleged infringement of any Intellectual Property Rights caused by the use, possession, manufacture or supply of the Goods;	11.3	Qadex Vision is the Customer's nominated software system / web portal for the submission, management, review, completion and approval (all where relevant) of Customer questionnaires, Customer policies and supplier accreditations.
9.1.3	any claim made against any Customer Group Company in respect of any liability, loss, damage, death, injury, cost or expense sustained by that Customer Group Company's employees or agents or by any customer or third party to the extent that such liability, loss, damage, death, injury, cost or expense was caused by, relates to or arises from the Goods; and	11.4	The Supplier agrees to:
9.1.4	the breach by the Supplier of any of Conditions 10, 13, 14, 15 and 20.	11.4.1	register with Qadex and, from time to time;
10.	CONFIDENTIALITY	11.4.2	proactively work with the Customer and/or Qadex to complete all questionnaires and provide all information to the Qadex Vision web portal from time to time or are as otherwise provided to the Supplier for completion and provide all information (including accreditations) required to be provided in the Qadex Vision web portal from time to time or as the Customer otherwise requires from time to time;
10.1	As consideration for entering into the Contract, each party acknowledges and agrees that the Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party or any Group Company of the other party is	11.4.3	inform the Customer immediately if any responses to any questions in any of those questionnaires or any of the information is or becomes inaccurate; and
		11.4.4	comply with Qadex's terms and conditions.

- 12. SEDEX**
- 12.1 The Supplier agrees that, during the term of the Contract:
- 12.1.1 it shall (at its own cost) obtain and maintain SEDEX membership and (at its own cost) submit to all audits required by SEDEX and SMETA-based ethical audits requested by the Customer;
- 12.1.2 it shall link to the Customer on the SEDEX platform;
- 12.1.3 it shall complete all necessary SEDEX self-assessment questionnaires and provide copies to the Customer upon request; and
- 12.1.4 it shall procure that all its sub-contractors (at their cost) obtain and maintain SEDEX membership and (at their cost) submit to all audits required by SEDEX, in order to allow ethical mapping of Goods back to grower or source.
- 13. PLASTIC PACKAGING TAX**
- 13.1 As between the parties, the Supplier shall be considered the manufacturer of the Goods. To the extent that the Supplier is also a manufacturer of the Goods under the Plastic Packaging Tax Regulations, it shall comply with its obligations under the Plastic Packaging Tax Regulations, including (where applicable) registration for the Plastic Packaging Tax with HM Revenue and Customs within the timescales specified in the Plastic Packaging Tax Regulations.
- 13.2 In the event that the Supplier is liable to pay the Plastic Packaging Tax at any point during the Term in connection with the manufacturing, transportation or supply of the Goods, the Supplier shall pay any such Plastic Packaging Tax promptly to HM Revenue and Customs within the timescales specified in the Plastic Packaging Tax Regulations and shall, on demand of the Customer, provide to the Customer evidence of such payment.
- 13.3 Without prejudice to the obligation to pay the applicable prices for the Goods to the Supplier (which incorporate any applicable Plastic Packaging Tax in accordance with Condition 3.1 **Error! Reference source not found.**), the Customer shall not be liable for any costs borne by the Supplier in connection with the Supplier's compliance with the Plastic Packaging Tax and/or the Plastic Packaging Tax Regulations, including any costs associated with its own registration, record-keeping, reporting and the completion, filing and payment of any tax returns.
- 13.4 The Supplier shall comply with any applicable record-keeping obligations under the Plastic Packaging Tax Regulations and maintain adequate records to demonstrate the weight and recycled plastic content of the packaging used to manufacture the Goods in respect of such Goods for which they are deemed the manufacturer under the Plastic Packaging Tax Regulations. Such records may cover product specifications; contracts; product certificates and certificates of conformity; business accounting systems; quality assurance audits; and sales and purchase invoices.
- 13.5 The Customer and the Supplier shall each be responsible for fulfilling their own reporting obligations to HM Revenue and Customs in connection with the Plastic Packaging Tax and shall cooperate with and provide reasonable assistance to one another in connection with the provision of any documents, records and/or other information requested by HM Revenue and Customs.
- 14. COMPLIANCE WITH LAWS AND CUSTOMER POLICIES**
- 14.1 The Supplier shall at all times during the term of the Contract, and shall procure that its subsidiaries, affiliates and other related entities and persons associated with it including its officers, directors, employees and agents, delegates, sub-contractors or other persons who are performing services or providing Goods in connection with the Contract, at all times during the term of the Contract:
- 14.1.1 comply with all applicable laws, statutes, regulations, and codes from time to time in force;
- 14.1.2 comply with all laws, statutes, regulations, statutory instruments and codes relating to anti-bribery and anti-corruption including but not limited to the U.K. Bribery Act 2010, including by not providing any bribe, rebate, payoff, influence payment, kickback or other unlawful payment of anything of value, including but not limited to cash, cash equivalents, favours, or gifts and entertainment to any person (including government official and executives of government-owned or sponsored companies);
- 14.1.3 comply with all applicable sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Asset Control (OFAC), the U.S. Department of State, the United Nations Security Council, the European Union (EU), the UK HM Treasury's Office for Financial Sanctions Implementation, any EU member state, or other relevant sanctions authority, from time to time, and not engage, directly or indirectly, on behalf of the Customer with persons or entities included on the U.S. Specially Designated Nationals List, the UN Security Council Sanctions Committee List, the EU Sanctions List, the UK Sanctions List or any other list of sanctioned persons/entities maintained by any relevant sanctions authority from time to time;
- 14.1.4 not engage, directly or indirectly, in business on behalf of the Customer with persons or entities in Iran, North Korea, Cuba, Crimea or Syria, or any other country specified by the Customer from time to time;
- 14.1.5 conduct its operations at all times in material compliance with the anti-money laundering statutes of all applicable jurisdictions including the UK Proceeds of Crime Act 2002, the laws, statutes, regulations, statutory instruments and codes thereunder and any related or similar applicable laws, statutes, regulations, statutory instruments and codes or guidelines, issued, administered or enforced by any governmental agency;
- 14.1.6 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
- 14.1.7 comply with all applicable anti-tax evasion laws, statutes, regulations and codes from time to time in force including but not limited to the UK Criminal Finances Act 2017;
- 14.1.8 comply with all applicable regulations relating to the manufacture and supply of plastic packaging, including but not limited to the Plastic Packaging Tax Regulations, (Conditions 14.1.1-14.1.8 being the "**Relevant Requirements**");
- 14.1.9 comply with all of the Customer's policies and codes of conduct which are on the Qadex Vision web portal from time to time, or which are provided to the Supplier from time to time ("**Relevant Policies**");
- 14.1.10 have and shall maintain in place throughout the term of the Contract policies and procedures, including 'adequate procedures' (as defined by the relevant laws) to ensure compliance with the Relevant Requirements and Relevant Policies, and will enforce them where appropriate;
- 14.1.11 not do, or omit to do, any act that will cause or lead the Customer to be in breach of any of the Relevant Requirements or Relevant Policies; and
- 14.1.12 immediately report to the Customer any breach of this Condition 14.1.
- 14.2 Consistent with its obligations under Condition 14.1, the Supplier shall:
- 14.2.1 ensure that any person associated with it who is performing services or providing Goods in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in Condition 14.1. The Supplier shall be responsible for the observance and performance by such persons of such terms, and shall be directly liable to the Customer for any breach by such persons of any of such terms; and
- 14.2.2 upon request of the Customer, certify in writing its compliance with Condition 14.1 by the Supplier and all persons associated with it or other persons who are performing services or supplying Goods in connection with the Contract. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.
- 15. INTELLECTUAL PROPERTY RIGHTS**
- 15.1 Any and all Intellectual Property Rights do and shall belong to and remain the exclusive property of the Customer absolutely.
- 15.2 Notwithstanding Condition 15.1, the Supplier hereby assigns to the Customer, absolutely with full title guarantee all its present and future right, title and interest in and to any Intellectual Property Rights.

- 15.3 At its own expense, the Supplier shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to the Contract, including securing for the Customer all right, title and interest in and to the Intellectual Property Rights.
- 15.4 The Supplier shall obtain waivers of any moral rights in any works protected by the Intellectual Property Rights to which any individual is now or may be at any future time entitled under the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 15.5 The Supplier shall not use the name and/or logo of the Customer or any Customer Group Company for any purpose without the prior written consent of the Customer.
- 16. AUDITS**
- 16.1 The Customer, its third party representatives or agents and/or any regulatory authority, shall have the right during the term of the Contract, at the Customer's cost to:
- 16.1.1 undertake desktop (paper) audits on the Supplier and persons associated with it or other persons who are performing services or providing goods in connection with the Contract (including any sub-contractors);
- 16.1.2 on reasonable notice during normal business hours, inspect Goods or premises at which Goods are stored and test the Goods; and
- 16.1.3 on reasonable notice during normal business hours, access the premises of the Supplier and persons associated with it or other persons who are performing services or providing goods in connection with the Contract (including any sub-contractors), take copies of the records and other information of the Supplier and persons associated with it or other persons who are performing services or providing goods in connection with the Contract (including any sub-contractors) and to meet with the personnel of the Supplier and persons associated with it or other persons who are performing services or providing goods in connection with the Contract (including any sub-contractors).
- 16.2 Such right is to enable the Customer to audit the Supplier's compliance with its obligations under the Contract and the steps taken by the Supplier to comply with the Relevant Requirements and the Relevant Policies (including to verify that any answers given previously in response to the Customer's audit/approval questions remain true, accurate and not misleading), and the Supplier shall, and shall procure that and persons associated with it or other persons who are performing services or providing goods in connection with the Contract (including any sub-contractors) fully cooperate at all times with the Customer, its third party representatives or agents and/or any regulatory authority.
- 16.3 The Supplier shall keep at its normal place of business detailed, accurate and up to date records and books of account showing all payments made by the Supplier in connection with the Contract. The Supplier shall ensure that such records and books of accounts are sufficient to enable the Customer to verify the Supplier's compliance with its obligations under the Contract.
- 16.4 All audit rights shall continue for seven years after termination or expiry of the Contract.
- 16.5 For the avoidance of doubt, audits by any third party representative or agent of the Customer under this Condition 16 shall not be subject to such representative agreeing confidentiality obligations in respect of the information obtained, provided that the Customer complies with its obligations under Condition 10.
- 16.6 Notwithstanding any inspection, or testing and/or audits, the Supplier shall remain fully responsible for the Goods and any inspection, testing and/or audit shall not diminish or otherwise affect the Supplier's obligations under the Contract.
- 16.7 If any audit shows that the Supplier's accounting in relation to the Plastic Packaging Tax Regulations or any other financial matter is incorrect, the Supplier undertakes to promptly rectify the defect in the amount accounted for and/or the accounting system defect as the case may be. If the audit reveals that the sums invoiced by the Supplier to the Customer in respect of the Plastic Packaging Tax exceed the sums actually due in respect of the Plastic Packaging Tax, the Supplier will pay (within fourteen 14 days of the date of the Customer' payment request) the full reasonable legal (if any) and administrative costs of the audit incurred by the Customer as well as the overpaid amount.
- 17. TERMINATION**
- 17.1 Without prejudice to any other rights to which it might be entitled, the Customer shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract and/or any Contract with immediate effect, and without liability to the Customer, if:
- 17.1.1 the Supplier commits a material or persistent breach of the Contract (regardless of whether such breach is repudiatory at law) in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- 17.1.2 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 17.1.3 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- 17.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of the Supplier other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- 17.1.5 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier;
- 17.1.6 the holder of a qualifying floating charge over the assets of the Supplier has become entitled to appoint or has appointed an administrative receiver;
- 17.1.7 a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- 17.1.8 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 17.1.9 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition 17.1.2 to Condition 17.1.8 (inclusive);
- 17.1.10 the Supplier ceases, or threatens to cease, to carry on all or substantially the whole of its business;
- 17.1.11 the financial position of the Supplier deteriorates to such an extent that in the opinion of the Customer the capability of the Supplier adequately to fulfil its obligations under the Contract or any Contract has been placed in jeopardy; and/or
- 17.1.12 the products of the Customer into which Goods are incorporated are delisted by any customer of the Customer.
- 17.2 For the purposes of Conditions 17.1.1, "**material breach**" means a breach (including anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Customer would otherwise derive from:
- 17.2.1 a substantial portion of the Contract, as the context requires; or
- 17.2.2 any of the obligations or circumstances set out in Conditions 2.10, 7, 9.1.2, 9.1.3, 10, 13, 14, 15 and 20.
- 17.3 In deciding whether any breach is material, no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
- 18. CONSEQUENCES OF TERMINATION**
- 18.1 Subject to the provisions of Condition 18.2, each party's further rights and obligations in relation to the Contract shall cease

	immediately upon termination of the Contract, but such termination does not affect a party's accrued rights and obligations as at the date of termination or expiry.		
18.2	Notwithstanding the expiry or termination of the Contract, the provisions of Conditions 6.1, 7-10, 13, 14, 15, 16 and 20-24 (together with any provisions necessary for their interpretation or enforcement) shall remain in full force and effect.		
19.	LIMITATION OF LIABILITY		
19.1	Subject to Condition 19.3, the Supplier's liability for any of its or its subcontractors' acts or omissions arising under or in connection with the Contract (whether arising from contract, breach of warranty, tort (including negligence), breach of statutory duty, non-fraudulent misrepresentation, under any indemnity or otherwise) shall not exceed the total aggregate price for the Goods to be paid by the Customer during the term of the Contract.		
19.2	Subject to Condition 19.3, the Supplier shall not be liable in contract, breach of warranty, tort (including negligence), breach of statutory duty, non-fraudulent misrepresentation, under any indemnity or otherwise for any loss of profits, loss of or damage to reputation, loss of income, loss of business, loss of revenue, loss of use, loss of production, loss of anticipated savings or loss of goodwill arising under or in connection with the Contract.		
19.3	Nothing in this Condition 19 shall limit or exclude the Supplier's liability:		
19.3.1	under Conditions 9.1.2, 9.1.3, 10, 13, 14, 15 and 20; and		
19.3.2	which cannot legally be limited, including but not limited to liability for death or personal injury caused to any person, or fraud or fraudulent misrepresentation.		
20.	DATA PROTECTION		
20.1	In this Condition 20, "Personal Data" has the meaning given in Data Protection Legislation.		
20.2	The Supplier warrants, represents and undertakes that to the extent it processes Personal Data on behalf of the Customer:		
20.2.1	it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;		
20.2.2	it shall not transmit such Personal Data to a country or territory outside of the EEA without the Customer's prior written consent;		
20.2.3	it shall at all times comply with Data Protection Legislation in relation to any Personal Data which it processes on behalf of the Customer and shall take all steps which the Customer may reasonably require of it to enable the Customer to meet its obligations under Data Protection Legislation; and		
20.3	it shall treat Personal Data disclosed to it as Confidential Information belonging to the Customer.		
21.	ASSIGNMENT		
21.1	The Customer may assign, transfer or sub-contract any of its rights and/or obligations under the Contract to any Customer Group Company or to any third party successor of the business of such Customer, or of the part of the business of such Customer which receives the benefits of the Contract, and the Supplier shall do all such things and execute all such documents as are required to expedite the assignment, transfer or sub-contract.		
21.2	The Supplier may not assign, transfer, charge, sub-contract or deal in any other manner with the Contract or any of its rights or obligations under it or purport to do any of the same without having obtained the prior written consent of the Customer.		
21.3	The Supplier will not be released from its obligations under the Contract by virtue of the appointment of any sub-contractor and will be fully responsible for any acts or defaults of any sub-contractor, its employees and agents as if they were the acts or defaults of the Supplier.		
21.4	The Supplier shall, immediately following notification from the Customer to do so, cease using any particular sub-contractor(s).		
22.	THIRD PARTY RIGHTS		
22.1	Each Customer Group Company may rely upon and enforce the Contract.		
22.2	Except as provided in this Condition 22 (or insofar as these Conditions otherwise expressly provides that a third party may in its		
			own right enforce a term of these Conditions), a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to rely upon or enforce any terms of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from the Act.
		23.	GENERAL
		23.1	If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect. The parties shall use reasonable endeavours to agree a replacement provision that best meets the commercial and economic results intended under the original provision and the Contract.
		23.2	Failure or delay by the Customer in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
		23.3	Any waiver by the Customer of any breach of, or any default under, any provision of the Contract by the Supplier will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
		23.4	The formation, existence, construction, performance, validity and all aspects of the Contract (including non-contractual disputes or claims) shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
		23.5	Nothing in the Contract is intended to or shall operate to create a partnership between the parties or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name of or otherwise to bind the other in any way.
		23.6	At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to the Contract.
		23.7	Unless otherwise agreed in writing between the parties, the Contract constitutes the entire agreement and understanding of the parties relating to the subject matter of the Contract and, in the absence of fraud, wilful misstatement, wilful misconduct or wilful concealment, supersedes any previous written or unwritten agreements, undertakings, representations, warranties and arrangements of any nature relating to such subject matter.
		23.8	No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of order, specification or similar document will form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.
		23.9	The Customer's rights under the Contract are in addition to the statutory conditions implied in favour of the Customer by the Sale of Goods Act 1979 and any other applicable statute from time to time.
		23.10	If there is any inconsistency between the the Specification, any Order and these Conditions, they shall have the following priority: (i) the Specification, (ii) the Order and (iii) these Conditions.
		23.11	The Customer may vary these Conditions from time to time, by informing the Supplier.
		23.12	Any notice given to a party under or in connection with the Contract shall be in writing (not e-mail or fax) and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office. Any notice shall be deemed to have been received:
		23.12.1	if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
		23.12.2	if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
		23.13	This does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24.	INTERPRETATION	
24.1	In these Conditions the following definitions apply:	
24.1.1	"Authority" any supra-national, national, sub-national or local authority, commission, department, agency, regulator, regulatory body, court, trade association, tribunal or arbitrator in any jurisdiction;	
24.1.2	"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;	
24.1.3	"Clandestine Entrant" a person who hides in or on a vehicle to avoid going through UK border control;	
24.1.4	"Conditions" means these Standard Terms and Conditions for the Purchase of Goods, as varied from time to time by the Customer;	
24.1.5	"Confidential Information" includes the terms and existence of the Contract, and any and all technical or commercial information concerning the business, affairs, customers, suppliers, operations, processes, plans, product information, recipes, specifications, inventions, know-how, designs, trade secrets, software and market opportunities of a party or of any Group Company, including information relating to a party of which the other party becomes aware as a result of or in connection with the Contract;	
24.1.6	"Contract" means the contract for the supply of Goods, incorporating these Conditions, any Specification and the terms contained in the relevant Order;	
24.1.7	"Customer" means the Hain company named in the Order;	
24.1.8	"Customer Site(s)" means the Customer's premises or (where appropriate) such other location(s) specified by the Customer for the delivery of the Goods, as set out in the Order;	
24.1.9	"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party;	
24.1.10	"Delivery Date" means the date for delivery specified in the Order, or as agreed between the parties;	
24.1.11	"Goods" means any goods identified in the Order;	
24.1.12	"Group" means, in relation to a party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party, and "Group Company" shall be construed accordingly;	
24.1.13	"Intellectual Property Rights" means without limitation - in relation to the Goods, packaging, recipes and processes - copyrights, patents, utility models, trademarks, trade names, rights in get-up and goodwill, the right to sue for passing off, unfair competition rights, domain names, rights in designs (both registered and unregistered) and any applications to register any of the foregoing, rights in inventions (whether patentable or not), know-how, rights to use and preserve trade secrets and other confidential information and all corresponding or equivalent rights of a similar nature and any other intellectual property rights which subsist or will subsist now or in the future anywhere in the world including the right to bring, make oppose or defend claims or actions, appeal proceedings and obtain relief (and to retain any damages recovered) in respect of any infringement or any other cause of action arising from ownership thereof;	
24.1.14	"Plastic Packaging Tax" means the tax payable in respect of finished plastic packaging components (as defined under the Plastic Packaging Tax Regulations) manufactured in, or imported into, the United Kingdom, in which less than 30% of the plastic is recycled;	
24.1.15	"Plastic Packaging Tax Regulations" means The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 (SI 2021/1417) governing the Plastic Packaging Tax and any law and/or regulation that supersedes or replaces it from time to time;	
24.1.16	"Specification" means any specification for the Goods specified in the Order and/or on the Hamilton Grant technical database system	
24.1.17		and/or any document agreed between the Customer and the Supplier (as amended from time to time), each as approved by the Customer (which shall not be amended by the Supplier without the prior written consent of the Customer); and
24.2		"Supplier" means the supplier named in the Order.
24.2.1		In these Conditions:
24.2.2		headings shall not affect the interpretation of these Conditions;
24.2.3		a reference to "writing" or "written" includes e-mail, unless otherwise expressly stated;
24.2.4		a "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
24.2.5		unless the context otherwise requires, words in the singular shall include the plural and vice versa and a reference to one gender shall include a reference to the other genders;
24.2.6		any obligation on a person not to do something includes an obligation not to agree or allow that thing to be done; and any words following the terms "including" , "include" , "in particular" , "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
24.3		In these Conditions, a reference to:
24.3.1		a "company" shall include any company, corporation or other body corporate, wherever and however incorporated or established;
24.3.2		a "holding company" or a "subsidiary" means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights;
24.3.3		any person shall include that person's personal representatives, successors and permitted assigns;
24.3.4		a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision;
24.3.5		"law" includes all applicable:
24.3.5.1		laws (whether civil, criminal or administrative), common laws or civil codes, statutes, subordinate legislation, treaties, regulations, directives, bye-laws, binding codes of practice or other mandatory legal rules in any jurisdiction, in each case for the time being in force (whether before, during or after the Term); and
24.3.5.2		binding judgment, order, decree, award, demand, ruling, injunction or decision from any Authority; and
24.3.6		an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.