

SAMWORTH BROTHERS LIMITED

STANDARD CONDITIONS OF PURCHASE

In the context of these conditions:-

"Company" means the Company named above

"Delivery" in relation to Goods means completion of the unloading of the Goods at the relevant location

"Blanket Order" means a repeat order for a product, the quantity and frequency of which is identified in a written delivery schedule and agreed by the Supplier

"Supplier" means the supplier of the goods or services

"Goods" and "Services" means the goods and services described in the Order or necessarily incidental thereto

"The Contract" means the contract for goods or services concluded between the Company and the Supplier

"IPR" means any patent, trade mark, trade name or design (in each case whether registered or unregistered), copyright, or other similar right throughout the world

"Order" means an order for Goods and/or Services submitted by the Company

"Parties" means the Company and the Supplier

"Data Protection Legislation" means the Data Protection Act 2018, Regulation (EU) 2016/679 ("Regulation") and all laws implementing them in each case as may be replaced, extended or amended from time to time

"personal data", "process", "processing", "processed" and "data subject" shall have the meaning given under the Regulation

A reference to any enactment will be construed as a reference to that enactment as amended, re-enacted or extended at the relevant time

1 Offer and Acceptance

1.1 Unless other terms and conditions are expressly accepted by the Company by means of a specific written amendment hereto signed by the Company, the Contract will be on the terms and conditions set out below and overleaf to the exclusion of any other terms and conditions (except those implied in favour of a purchaser which are not inconsistent with these terms and conditions) whether or not the same are endorsed upon, delivered with or referred to in any quotation or other document delivered or sent by the Supplier to the Company. Any reference overleaf to the Supplier's quotation, specification or like document will not be deemed to imply that any terms or conditions endorsed upon, delivered with or referred to in such quotation, specification or like document will have effect to the exclusion or amendment of these terms and conditions.

1.2 This order constitutes an offer on the part of the Company which will be accepted in writing by the

Supplier or by the actual execution of the Order. Acceptance of the Order is deemed to bind the Supplier to the terms of the Order and no Goods or Services shall be supplied by the Supplier, its employees, agents or representatives except in accordance herewith.

2 Delivery

2.1 Time is of the essence of the Contract in respect of delivery dates for Goods and Services and delivery is deemed not to be complete until such time as all documentation and Goods or Services specified in the order have been delivered.

2.2 The Supplier is to inform the Company of any circumstances likely to cause any delay in delivery or completion as soon as the circumstances are known.

2.3 The Company will not accept any charges for packages, crates or containers of any description whatsoever unless the Company expressly agrees otherwise in writing.

2.4 The Company will not, unless the Company expressly agrees otherwise in writing, bear the cost or any part thereof of delivery to the point of delivery required or in respect of unloading or otherwise handling goods and all expenses in connection therewith are to be paid by the Supplier. All Goods (or other materials) must be delivered to the address for delivery specified by the Company during normal working hours, and until delivery to such address will be at the Supplier's risk in all respects.

3 Property and Risk

3.1 The property and risk in the Goods will pass to the Company at the time and place of Delivery unless otherwise specifically agreed in writing by the Company.

3.2 Where any advance payment or progress payment is made by the Company, the property, but not the risk, in any materials purchased or allocated by the Supplier for the purpose of this Contract shall immediately vest in the Company.

4 Price and Payment

4.1 Unless the Company agrees otherwise in writing, the price shall be fixed for the duration of the Contract and is that stated in the Order. All prices are [inclusive/exclusive] of Value Added Tax and, unless stated otherwise in the Order, are inclusive of any other tax, duty, packaging, packing, shipping, carriage, insurance and Delivery ("Price").

4.2 No increase, imposts or levies whatsoever in the Price may be made without the prior written consent of the Company.

4.3 Unless otherwise agreed in writing by the Company, payment is to be made by the Company within 60 days of receipt of the Supplier's invoice. The Company reserves the right to deduct from any monies due or becoming due to the Supplier, any monies due from the Supplier to the Company in respect of goods supplied or services rendered by the Company, or in respect of any other claims on the Supplier.

4.4 The Supplier will provide the Company with such invoices, advice notes, delivery notes, statements and the other documentation as the Company may from time to time specify.

5 The Company's Goods

5.1 Any dyes, tools, patterns, equipment, negatives, documentation, data or goods supplied by the Company to the Supplier for any purpose in connection with the Contract or which is in the possession or custody of the Supplier and belongs to the Company by virtue of this Contract are herein referred to as 'Company's Goods'.

5.2 The Company's Goods shall not be removed from the Supplier's premises without the written instructions of the Company, except for the purpose of fulfilling the Contract.

5.3 The property in the Company's Goods and any IPR therein shall remain vested in the Company, who may retake possession thereof at anytime without notice. The Supplier shall keep the Company's Goods separate and apart from all property of other persons and shall clearly mark the Company's Goods 'Property of Samworth Brothers Limited'.

5.4 The Company is granted irrevocable authority to enter the Supplier's premises or other premises where the Company's Goods are located, by its employees or agents to take possession of the Company's Goods and (if necessary) to dismantle the Company's Goods from anything to which they are attached.

5.5 The Supplier hereby agrees to indemnify the Company against loss of or damage to the Company's Goods during the time they are in the Supplier's possession, custody or control. During such time, the Supplier shall adequately insure the Company's Goods in the name and for the benefit of, the Company at the Supplier's expense, with a reputable insurance company, against loss or damage arising from any cause whatsoever and shall produce to the Company on demand the policies of such insurance and the receipts for premiums paid thereon.

5.6 The Supplier hereby waives any lien that it might otherwise have (whether at the date hereof or subsequently) on any of the Company's Goods for work done thereon or otherwise, but this clause shall not be construed as a waiver of any other right of

recovery of any charges that may be due to Supplier for such work.

5.7 The Supplier shall keep the Company's Goods free of all mortgages, charges or other encumbrances and will procure that any lien over the Company's Goods is discharged forthwith.

5.8 The Supplier shall promptly pay the Company on demand, the full replacement value of any of the Company's Goods which are not returned or satisfactorily accounted for.

6 Changes in Specification

The Company may at any time make changes in writing in relation to the Contract, including changes in the drawings or specification, quantities, packing or time or place of delivery. If such change results in an increase in cost of, or time required for, the performance of the Contract, an equitable adjustment shall be made to the price, delivery schedule or both and such adjustment and the Parties' agreement thereto recorded in writing prior to such adjustment taking effect. Any claim or adjustment by the Supplier must be approved by the Company in writing before the Supplier proceeds with such change.

7 Disposal of Own Labelled Goods

In the event of non-delivery to the Company, or the return to the Supplier for whatever reason, of any goods or other materials which are manufactured, packaged or labelled in such a manner as to identify them in any way with the Company, the Supplier shall not under any circumstances dispose of those goods or other materials to a third party without the prior written consent of the Company. Any specific instructions given by the Company in respect of such disposal shall be strictly adhered to by the Supplier and, in any event, all references to the Company's name, address, trade marks and any other indications of the Company's identity shall be totally removed by the Supplier prior to disposal so that no such reference remains which might lead any third party to associate the goods or other materials with the Company.

8 Inventions and improvements

8.1 Where the Company commissions the Supplier under the Contract to create any work (including without limitation any Goods, recipes, products, designs or artworks) or any invention or improvement, ownership of such works, inventions and improvements including any IPR shall vest in the Company absolutely upon their creation and be the sole and absolute property of the Company. To the extent necessary or expedient the Supplier hereby assigns with full title guarantee such IPR to the Company.

8.2 The Supplier hereby assigns to the Company with full title guarantee all inventions, improvements and discoveries (whether such is patentable or not)

conceived in the performance of the Contract made by any person employed by or working under the direction of the Supplier and on completion of the Contract, the Supplier shall give to the Company all designs, drawings, data and information of whatsoever nature in its possession.

9 Termination

The Company shall be entitled to terminate the Contract without liability to the Supplier and without prejudice to the Company's other rights in any of the following circumstances:-

- 9.1 The Supplier fails to deliver the Goods or Services on the date specified or in any delivery schedule, time being of the essence.
- 9.2 The Goods or Services supplied are such that they do not comply in every way with the Contract.
- 9.3 The Supplier has had a bankruptcy order made against him or has made an arrangement or composition with his creditors or otherwise taken the benefit of any legislation or regulation for the time being in force for the relief of insolvent debtors or has suffered or allowed any execution, whether legal or equitable, to be levied on his property or obtained against him or (being a body corporate) has had convened a meeting of creditors (whether formal or informal) or has entered into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation or has a receiver, manager, administrative receiver or administrator appointed of its undertaking or any part thereof or a resolution has been passed or a petition presented to any Court for the winding-up of the Supplier or any proceedings have been commenced relating to the insolvency or possible insolvency of the Supplier.
- 9.4 The Supplier comes under the ownership or control of a competitor of the Company.
- 9.5 Any breach by the Supplier of a term of this contract.

10 Cancellation

- 10.1 The Company may at any time, by giving written notice to the Supplier, cancel the Contract forthwith and in such event the Company shall pay the Supplier a fair and reasonable sum for all work in progress and raw materials received and paid for by the Supplier in and for the performance of the Contract prior to the time of such cancellation and the Supplier shall accept such a sum in settlement of all claims under the Contract.
- 10.2 For the avoidance of doubt the provisions of clause 10.1 shall not apply if the order is terminated by the Company pursuant to the default of the Supplier pursuant to any term of the Contract.

11 IPR

- 11.1 The Supplier warrants that the sale or use of the Goods by the Company will not infringe any IPR in any country and undertakes to indemnify the Company against loss, damage, liability costs and expenses which the Company suffers or incurs arising from actual or alleged infringements of the same, except that this indemnity shall not apply to the extent that such loss or damage arises out of the Goods being manufactured or work being performed in accordance with designs or specifications provided by the Company.
- 11.2 The Supplier is to treat the Order and all designs, drawings, specifications and information supplied therewith as confidential and is not to disclose the same to any third party without the Company's prior written consent or infringe any copyright, patent, trade mark, trade name or registered design vested in or used by the Company.

12 Quality and Bribery

- 12.1 In addition to those warranties implied by statute or by common law or under any term of the Contract, the Supplier warrants that:-
 - (a) The design, construction and quality of any Goods to be manufactured or supplied by it, comply in all respects with any statutes, statutory rule, order, European Union (EU) Directive or regulation which is in force at the time (and will on request provide a separate written warranty to like effect) and all Services will be carried out with reasonable skill and care;
 - (b) All Goods and Services will comply in every way with the specification, drawings, samples or other descriptions;
 - (c) Any Goods supplied or installed under the Contract shall be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health and comply with all British and European Union (EU) legislative and/or regulatory standards or other recognised standards relating to or connected with health and safety. Any Goods which are (or will be upon supply in the EU) within the scope of the CE marking requirements of any relevant EU Directive or local laws implementing the same shall satisfy the relevant requirements and shall bear a property affixed CE mark, have a certificate of conformity and all necessary technical specifications. Goods must meet all relevant health and safety requirements applicable to Goods both in the state of form supplied to the Company and when combined with other goods. It is the responsibility of the Supplier to acquaint

- itself with the purpose for which the Goods are to be supplied;
- (d) the quantity of Goods will be as stated in the Order;
 - (e) the Goods are of satisfactory quality and fit for any purpose held out by the Supplier or made known to it;
 - (f) the Goods will correspond to any sample and will be free from defects in design, materials and workmanship (including minor defects however slight);
 - (g) the design, manufacture, construction, supply, use and quality of Goods and performance of the Services comply in all respects with any relevant statute, statutory rule, order, directive, regulation or statutory licence, consent, standards or permit or other legal requirement which may be in force at the time;
 - (h) the Goods and all supporting literature and documentation comply with all statutory requirements and regulations relating to the sale of Goods;
 - (i) the Goods have all necessary export and/or import licences and comply with all relevant government export and/or import regulations; and
 - (j) any services will be performed by appropriately qualified and trained personnel with due care and diligence, in accordance with any service level standards notified to the Supplier from time to time and to such standard of high quality and performance as it is reasonable for the Company to expect from a fully qualified and experienced provider of the Services; and
 - (k) all representations, statements or warranties made or given by the Supplier, its servants and agents (whether orally, in writing or in any of the Supplier's brochures, catalogues and advertisements) regarding the quality and fitness for purpose of the Goods or any of the Services will be deemed to be an express condition of the Order.
 - (l) Without prejudice to any other remedy (whether offered by the Supplier or a third party or otherwise), if within twelve months of Delivery or the stated shelf life of the Goods, it is discovered that the Goods supplied and/or services performed do not comply with the Contract, then the Company has the right to require the Supplier to remedy any defect in the Goods and/or services or to supply

replacement Goods and/or re-perform the services in accordance with the Contract. This right includes replacement of all Goods and/or re-performance of the services, which because of this breach of Contract are not reasonably capable of being used by the Company. Alternatively, and if the defects are not remedied, the Company may treat the Contract as repudiated and may require the repayment of the Price, or any part of it, that the Company has paid.

12.2 The Supplier warrants and undertakes that it will:

- (a) comply with all applicable laws, statutes, regulations[, and codes] relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and
- (b) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this agreement.

13 Guarantee and Indemnity

13.1 Without prejudice to the Company's rights under any conditions, warranty or other term implied herein by statute or by common law or under any term of the Contract, the Supplier will be liable to the Company for and indemnify and keep the Company indemnified against any liability, claim, costs (on a full indemnity basis) proceeding, loss or damage (including but not limited to the stopping of or interference with the production or manufacture or supply or recall by the Company of any goods or services):-

- (a) caused by any defect in any Goods or Services supplied by the Supplier or by their failure to comply with any appropriate specification or requirement of the Contract;
- (b) resulting from delays, defaults or non-deliveries arising (other than as due to negligence on the part of the Company) including but not limited to any increase in:-
 - (i) the cost of labour or material required to produce the Goods or obtain the Services elsewhere
 - (ii) the cost of transportation
 - (iii) the cost of any other item in connection with the Goods or Services which would not have been incurred but for such delay, default or non-delivery
- (c) incurred by the Company under contracts entered into by the Company, the

performance of which has been delayed or rendered impossible by the Supplier's breach of its obligations hereunder;

- (d) arising directly or indirectly out of any breach by the Supplier of the Contract.

Any sums expended by the Company so caused or arising shall be reimbursed to the Company by the Supplier on demand.

- 13.2 The Supplier consents to the Company transferring any guarantee or similar rights given by the Supplier to the Company in relation to the Goods or Services supplied to any other person or the Company to whom the Company sells, hires or disposes of such Goods or Services to the intent that such guarantee or similar right may be enforced against the Supplier, not only by the Company but also by any person or Company claiming through the Company.

14 Assignment

- 14.1 The Supplier shall not, without the written consent of the Company, assign or subcontract the Contract or any part thereof.
- 14.2 The Company may assign the benefit and delegate the burden of the Contract or any part thereof without requiring the consent of the Supplier.

15 Pre-Delivery Inspections

- 15.1 Without prejudice to the right of the Company to reject the Goods in accordance with clause 16, the Company has the right to inspect the Goods during manufacture and before despatch and to carry out such tests as are called for in the order or any attached specification and the Supplier is to allow facilities to the Company's representatives for such inspection and testing and is to notify the Company in writing when the Goods are ready for inspection and testing. To allow for comprehensive testing of frozen meat, the Company requires 10 days from the date the Goods are available to confirm acceptability of the Goods.
- 15.2 Where the order comprises a number of similar items and tests carried out by or for the Company which would entitle the Company to reject one or more such items, the Company may reject all such items which are not shown to be satisfactory in tests carried out and/or financed by the Supplier or by the Company.
- 15.3 No inspection or testing by the Company pursuant to the clause shall imply any acceptance of the Goods or Services by the Company or in any way relieve the Supplier of its obligations and duties under the Contract or otherwise.

16 Post Delivery Inspection

Goods supplied shall be subject to the Company's inspection and right of rejection at any time within 3 months of Delivery where they fail to comply with the

Contract in any way. The right to reject Goods is available to the Company however slight the failure to meet the requirements of the Contract (and any legislative or regulatory provision to the contrary shall not apply) and in respect of date of payment therefor. When Goods are rejected either in part or in total, they will be returned at the Supplier's expense.

17 Specifications

Notwithstanding any provision or approval of plans, drawings and/or specifications by the Company, the Supplier warrants that Goods or equipment supplied by it are suitable for any purpose notified to it or apparent from the description and in particular for use in the conditions and situation in which the said goods or equipment are to be used.

18 Audits

The Company may conduct (and the Supplier agrees to provide all reasonable assistance to the Company in connection with) regular audits of its premises and facilities and unannounced audits thereof (which unannounced audits shall not take place more than 2 times in each year during the continuation of any Contract unless the Company acting reasonably decides in its discretion that additional unannounced audits are required).

19 Environment and Health and Safety

- 19.1 The Supplier accepts and acknowledges that the Supplier has full responsibility in respect of adherence to all current legislation and regulation both under UK and EU statutes and directives and regulations in relation to the Supplier's environmental obligations and compliance therewith by any Goods and/or Services supplied to the Company. In relation to pesticides and herbicides, it is the Supplier's responsibility to ensure by demonstrating control procedures and data records that all Goods supplied to the Company comply fully with all current legislation governing the supply of food stuffs.
- 19.2 The Supplier agrees before Delivery to furnish the Company in writing with a list by name and description of any harmful or potentially harmful properties or ingredients in the articles supplied and thereafter information concerning any changes in such properties or ingredients. The Company will rely on the supply of such information from the Supplier in order to satisfy its own obligations under relevant health and safety requirements.
- 19.3 In respect of all Goods and Services supplied the Supplier will maintain or observe strict quality control and supplier quality assurance standards in accordance with the requirements of the Company, its customers, relevant British and EU standards and statutes/regulations and regulatory bodies to ensure such Goods and Services meet such standards and requirements.

20 Advertising

The Supplier will not, without first obtaining the written consent of the Company, in any way whatsoever advertise or publish the fact that the Supplier has contracted to supply to the Company the Goods or Services herein mentioned.

21 Blanket Orders

21.1 Where the Company places and the Supplier accepts a Blanket Order, the Supplier binds himself to supply such of the Company's requirements for the Goods or Services as the Company may from time to time specify in delivery schedules and the Company agrees subject to the terms of the Contract to pay for the Goods and Services supplied. Until the receipt of a delivery schedule, the Supplier is not authorised to commence the manufacture or production of the Goods or carrying out of the Services.

21.2 If the Supplier fails to accept and comply with any delivery schedule submitted by the Company, the Supplier will be deemed to be in breach of the Contract and will pay the Company as damages for the breach all costs and expenses incurred by the Company as a result thereof, including, but not limited to, all sums expended by the Company in securing an alternative supplier for the Goods and Services to satisfy the Company's future requirements (including any sums, expenses by reason of any increase in the price) and any loss suffered by the Company as a result of delays in production.

22 Data Protection

In respect of any processing of Personal Data that the Supplier undertakes for and on behalf of the Company in connection with the Contract, the Supplier shall:

- (a) process the personal data only on the documented instructions of the Company, except to the extent that any processing of personal data is required by applicable laws;
- (b) where processing of personal data by the Supplier is required by applicable laws, the Supplier shall inform the Company of the relevant legal requirement before processing, unless such law prohibits the Supplier from doing so;
- (c) notify the Company where the Supplier reasonably believes any documented instructions from the Company in respect of the processing of personal data infringe any applicable data protection laws or any other applicable laws;
- (d) ensure that its personnel who are authorised to process the personal data have committed themselves to confidentiality;

(e) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of processing;

(f) not appoint another processor to process personal data on its behalf except with the prior written consent of the Company and shall respect the conditions for engaging another processor under Articles 28(2) and 28(4) of the Regulation;

(g) not transfer personal data to any country outside the EEA without the prior written consent of the Company;

(h) taking into account the nature of the processing, assist the Company by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Company's obligation to respond to requests for exercising the data subject's rights under Data Protection Legislation;

(i) notify the Company without undue delay after becoming aware of a breach of security leading to the accidental or unlawful, loss, alteration, unauthorised disclosure of, or access to, personal data ("Data Breach");

(j) assist the Company in its compliance with its obligations under Data Protection Legislation, including Articles 32 to 36 of the Regulation;

(k) at the Company's discretion, delete or return to the Company all of the personal data processed under the Contract on completion of the Contract, and delete any copies of such personal data unless any applicable laws require that copies are kept; and

(l) make available to the Company all information necessary to demonstrate compliance with its obligations in this clause 22 and allow for and contribute to audits, including inspections, conducted by the Company or another auditor mandated by the Company.

23 General

23.1 Each Contract will only confer rights and benefits on the Company and the Supplier and no third party will acquire any rights or benefits under the Contract or these conditions.

23.2 Any notice given under the Contract must be in writing, addressed to the registered office or principal place of business of the addressee or any other address as may, at the relevant time, have been notified as the correct address for service of

documents. Any notice must be delivered by hand or sent by first class (airmail if overseas) or by recorded delivery post. E-mail is not effective notice. Notices may be faxed provided they are also sent in accordance with this Condition.

23.3 Any waiver by the Company of any breach of a Contract by the Supplier will not be treated as waiving any subsequent breach of the same or any other provision.

23.4 These conditions and the documents referred to in them, set out the entire agreement between the Parties and supersede any previous agreements between the Parties relating to the subject matter of these conditions. The Supplier acknowledges that in entering into these Conditions, it has not relied on any representation, warranty, agreement or statement not set out in these Conditions and that (in the absence of fraud) it will not have any right or remedy arising out of any such representation, warranty, agreement or statement and that its only remedy for breach of these Conditions is for breach of contract under the terms of these Conditions.

23.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions and the remainder of the affected provisions will remain enforceable.

23.6 Where the Supplier is aware expressly or by implication that the Goods or Services are required to enable the Company to fulfil a Contract with a specific customer, this contract will be deemed to be made subject to the contract between the Company and the Company's customer.

23.7 The construction, validity and performance of the Contract is governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

24 Brexit

24.1 Subject to clauses 24.2 and 24.3 below, We agree that as regards the period after Brexit, We will accept Brexit Price Changes, save that Brexit Price Changes shall not apply:

(a) retrospectively, but shall only apply to Goods delivered after Brexit, after a Brexit Meeting has taken place, and in any event after the expiry of the 15 working day period referred to in clause 24.2; and

(b) unless and until the quantum and timing of the Brexit Price Change has been agreed in writing between You and Us.

24.2 Not less than 15 working days prior to proposed implementation of any Brexit Price Change, You shall write to Us, requesting a meeting with Us to discuss the proposed Brexit Price Change (a "Brexit Meeting"). Unless otherwise agreed, the Brexit

Meeting will take place at Our offices in the UK. Ahead of the Brexit Meeting you shall provide the following to Us in writing:

(a) evidence of the fact and quantum of taxes or tariffs giving rise to the need for the Brexit Price Change;

(b) reasonable details as to how those taxes and / or tariffs impact the cost of producing or supplying the Goods;

(c) reasonable details of all potential options to mitigate the impact of any taxes or tariffs, including but not limited to change of format of Goods, alternative products and alternative sources;

and following receipt of such written information and at and following the Brexit Meeting, You and We shall use our reasonable endeavours to agree whether a Brexit Price Change is appropriate and, if it is, the quantum and timing thereof, and/or any other required measures (such as but not limited to, mitigation measures) and anything so agreed shall be documented in writing.

24.3 If a Brexit Meeting occurs but a Brexit Price Change is not agreed within 14 days of that Brexit Meeting then We shall be entitled to terminate this Agreement forthwith by notice in writing to You.

24.4 If, having effected a Brexit Price Change as contemplated by this clause 24, the Permitted Brexit Change which resulted in that Brexit Price Change ceases for any reason to apply to the Goods, or is reduced, then the Brexit Price Change shall forthwith be reversed or reduced (as the case may be).