evo Terms and Conditions of Purchase

1. DEFINITIONS

1.1 **"Best Industry Practice"** means an overall standard of measures or practice or service consistent with an industry leader in the Supplier's field generally and specifically in respect of or in the context of the supply of the Goods and/or any ancillary services or services related to the same and any processing of any data or any Customer information (including details of any customer of the Customer or any customer or end user of the same), in each case under each Contract and all activity/ies related thereto or otherwise under or in connection with these Terms and Conditions;

1.2 **"Customer"** means VOW EUROPE LIMITED (a company incorporated and registered in England and Wales with company number 01204488 and whose registered office is at Newland House, Tuscany Way, Normanton, England, WF6 2TZ); or BANNER GROUP LIMITED (a company incorporated and registered in England and Wales with company number 05510758 and whose registered office is at Newland House, Tuscany Way, Normanton, England, WF6 2TZ); or BANNER BUSINESS SOLUTIONS LIMITED (a company incorporated and registered in England and Wales with company number 02405637 and whose registered office is at Newland House, Tuscany Way, Normanton, England, WF6 2TZ); or PREMIER VANGUARD LIMITED (a company incorporated and registered in England and Wales with company number 01583045 and whose registered office is at Concorde House, Stewart Close, Bradford, England, BD2 2EE); or EVO MARKETPLACES UK LIMITED (a company incorporated and registered in England and Wales with company number 16703165 and whose registered office address is at Newland House, Tuscany Way, Normanton, Wakefield, England, WF6 2TZ); or EVO MARKETPLACES EUROPE LIMITED (a company incorporated and registered in Ireland with company number 346002 and whose registered office is at Units 5 & 6 Grants Drive, Greenogue Business Park, Dublin, D24 W56C, Ireland), and in each case (as applicable or as notified by the Customer) for and on behalf of itself together with any other company/ies now or in the future within evo;

1.3 **"Customer Information"** means any and all information in any format and on any medium whatsoever that refers or relates to the Customer, evo or any customer of the same or any customer or end use of any customer thereof, such information to include but shall not be limited to the name, identity or legitimate business activity/ies of any of the foregoing together with staff or wider workforce personal information or details (names and locations etc.);

1.4 **"Customer Policies"** has the meaning given in clause 20.6;

1.5 **"Contract"** means any contract for the supply of any Goods and/or services (including any ancillary or related services) concluded between the Supplier and the Customer under and in accordance with these Terms and Conditions;

1.6 **"evo"** means evo Global Holdings Limited (a company incorporated and registered in England and Wales with company number 16294075 and whose registered office is at Newland House, Tuscany Way, Normanton, England, WF6 2TZ) and all companies now or in the future in its group;

1.7 **"Goods"** means any goods which the Customer agrees to purchase from the Supplier, together with any product(s) of the any services and the services (where the context so implies), together with any other goods which the Customer agrees to purchase from the Supplier;

1.8 **"Information Security Questionnaire"** has the meaning given in clause 20.2 of these Terms and Conditions;

1.9 **"Intellectual Property Rights"** or **"IPR"** means patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

1.10 **"Mandatory Conditions"** means the Modern Slavery Act 2015, the Bribery Act 2010, the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679), the Modern Slavery Act 2015 and the Security requirements in clause 20 of these Terms and Conditions;

1.11 **"New Goods"** means any Goods ordered by the Customer which have not been ordered by the Customer from the Supplier before and which are not produced in accordance with any specification provided by the Customer (i.e. standard, non-bespoke Goods);

1.12 **"Order"** means any order (unless otherwise agreed in writing) given by the Customer to the Supplier and accepted by the Supplier;

1.13 **"REACH"** means Regulation (EC) No 1907/2006;
"Specification" means any specification for the Goods, including any related plans and drawings, that is supplied to the Supplier by the Customer, or produced by the Supplier and agreed in writing by the Customer;

1.14 **"Supplier"** means the person, firm or company supplying the Goods under and subject to these Terms and Conditions;

1.15 **"Supplier Code of Practice"** means the Customer's Supplier Code of Practice as from time to time amended by and at the Customer's sole discretion;

1.16 **"Terms and Conditions"** means these terms and conditions of contract & the Supplier Code of Practice as from time to time amended by and at the sole and absolute discretion of the Customer; and

1.17 **"Territory"** means the United Kingdom of Great Britain and Northern Ireland, the Republic of Ireland and the European Union (EU) and the European Economic Area (EEA).

2. BASIS OF CONTRACT & ORDERS

2.1 These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Customer reserves its right to amend these Terms and Conditions from time to time by posting revisions on its website and / or by notifying the Supplier in writing. An Order accepted by the Supplier after any changes to the Terms and Conditions constitutes acceptance to the changes.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Terms and Conditions.

2.3 Each Order and subsequent acceptance of the Order by the Supplier shall constitute a separate contract entered into under and in accordance with these Terms and Conditions.

2.4 The Order shall be deemed to be accepted on the earlier of: (a) the Supplier issuing a written acceptance of the Order; and (b) the Supplier doing any act consistent with

fulfilling the Order, at which point the Contract shall come into existence.

2.5 The Supplier shall within 24 hours of any Order being placed:

2.5.1 acknowledge and accept the Order; and

2.5.2 inform the Customer of the delivery details and the availability of Goods Ordered.

2.6 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

2.7 In the event of a conflict between these Terms and Conditions, the Supplier Code of Practice and / or any other documents forming part of the Contract then, unless agreed otherwise in writing (with the exception of clause 3.10 below which shall always prevail), these Terms and Conditions will prevail.

3. THE GOODS

3.1 The Supplier shall ensure (and warrants, represents and undertakes to the Customer) that in all cases and in all events the Goods shall:

3.1.1 correspond with their description and any applicable Specification;

3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;

3.1.3 where applicable, be free from defects in design, material and workmanship and remain so for 12 months after delivery or from the date when the Goods are put into use, whichever is later;

3.1.4 not infringe any IPR of any party in any way; and

3.1.5 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

3.3 The Supplier shall not alter any of the Goods, the packaging information, bar codes and/or its Specification except as directed in writing by the Customer. The Customer shall have the right, by written notice, to direct the Supplier to add to or to omit, or otherwise vary, any Order or Specification in relation to the Goods and the Supplier shall carry out such variations and be bound by the same conditions, so far as applicable, as though the said variations were stated in the Contract.

3.4 Where the Supplier receives any such direction from the Customer which would occasion an amendment to the price of any Goods, the Supplier shall promptly advise the Customer in writing of the amount of any such amendment which shall be ascertained and determined in accordance with the level of pricing contained in the Supplier's tender or quotation. No variation to the price shall be made until the Customer has agreed such variation in writing.

3.5 The Customer shall have the right to inspect and test the Goods at any time before delivery.

3.6 If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.7 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

3.8 Where the Customer purchases stock of Goods for re-sale to the Customer's customers, and any quantity of such stockholding of the New Goods is not sold on to the Customer's customers within four (4) months of the Supplier taking such New Goods into stock or such Goods become discontinued for whatever reason, the Customer shall be entitled (at the Customer's sole discretion) to sell any remaining stock of the Goods back to the Supplier at the price originally paid by the Customer.

3.9 In the event the Customer places an Order in error the Supplier shall collect the Goods (at its own cost) and refund the Customer the cost of the Goods by way of credit note.

3.10 The Supplier hereby confirms, warrants and represents to the Customer that, by agreeing to and/or operating to and/or trading under these Terms and Conditions, it (the Supplier) consents to the Customer placing any Goods for sale in the Territory and that it (the Supplier) has the full, irrevocable consent of the ultimate IPR owner(s) for the Customer (or any company in the Customer's group) to do so. Further, the Customer shall indemnify and keep indemnified (in full and upon demand) the Customer in respect of any loss arising out of or in any way related to any breach of this clause.

4 DELIVERY

4.1 The Supplier shall ensure that:

4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;

4.1.3 if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

4.2.1 all year round on the date specified in the Order, or, if no such date is specified, within 28 days of the date of the Order;

4.2.2 to the Customer's premises or such other location as is set out in the Order, or as instructed by the Customer prior to delivery (**Delivery Location**).

4.2.3 during the Customer's normal business hours, or as instructed by the Customer.

4.3 Time of delivery shall be of the essence.

4.4 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.

4.5 If the Supplier:

4.5.1 delivers a quantity of the Goods that is less than the quantity ordered by the Customer, by 5% or more; or

4.5.2 delivers a quantity of the Goods that is more than the quantity ordered by the Customer, by 5% or more,

the Customer may at its discretion reject the Goods or any excess Goods and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

4.6 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in clause 5.

4.7 In the event of the Supplier having a shortage of Goods, the Supplier shall give the Customer stock priority over other customers it may supply to.

4.8 Without prejudice to any other rights or remedies available to the Customer, in the event the Supplier fails to adhere to clause 4.1.1 to the satisfaction of the Customer, the Customer may at its complete discretion repackage the Goods and charge the Supplier a reasonable repackaging cost.

5 REMEDIES

5.1 If the Goods are not delivered on the date they are due as referred to in clause 4.2.1, or do not comply with these Terms and Conditions (including but not limited to the provisions of clause 3.1), then, without limiting any of its other rights or remedies, the Customer shall have the right to any one or more of the following remedies, whether or not it has accepted the Goods:

5.1.1 to terminate the Contract;

5.1.2 to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;

5.1.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;

5.1.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

5.1.5 to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party; and

5.1.6 to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract and, for the avoidance of doubt, the Supplier shall indemnify and hold harmless (and keep indemnified and held harmless) the Customer in respect of any loss(es) of any nature sustained or incurred or sought from the Customer or any customer of the Customer as a result of any infringement of any other party's IPR or any other breach of clause 3.1 by the Supplier.

5.2 If the Goods are not delivered on the due date the Customer may at its option claim or deduct five per cent (5%) of the price of the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of twenty-five per cent (25%) of the total price of the Goods. If the Customer exercises its rights under this clause 5.2, it shall not be entitled to any of the remedies set out in clause 5.1 in respect of the Goods' late delivery (but such remedies shall be available in respect of the Goods' condition).

5.3 In the event that the Supplier is out of stock of goods at the time of an Order or at the time of delivery then, to the fullest extent possible, the Supplier shall offer the Customer replacement Goods with an equivalent or higher specification to the original Goods at the same price.

5.4 These Terms and Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

5.5 The Supplier shall keep the Customer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with:

5.5.1 the Supplier's breach of the Contract or any other warranties and conditions in respect of the Goods, whether express or implied, by statute or otherwise;

5.5.2 any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Goods, except to the extent that the claim is attributable to any instruction, design or specification provided by or on behalf of the Customer;

5.5.3 any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents, subcontractors or representatives; and

5.5.4 any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents, subcontractors or representatives.

This clause 5.5 shall survive termination of the Contract.

5.6 Without prejudice to any other right or remedy available to the Customer, whether under these Conditions or otherwise, in the event of any of the following occurring, the Customer reserves the right (in its absolute discretion) to levy a fixed fee of £500 plus VAT:

5.6.1 a delivery is late or does not arrive on the agreed date and time; or

5.6.2 a delivery is cancelled or rescheduled by the Supplier with less than two (2) business days' notice; or

5.6.3 a delivery is refused by the Customer due to safety concerns; or

5.6.4 a delivery is late and cannot be accommodated; or

5.6.5 the paperwork accompanying any delivery does not match the delivery booked is, is not available or is, in any other way, incorrect or incomplete.

5.7 The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

6 TITLE AND RISK

6.1 Title and risk in the Goods shall pass to the Customer on completion of delivery.

7 PRICE AND PAYMENT

7.1 The price of the Goods shall be the price set out in the Order as agreed between the parties in accordance with the Code of Practice, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence and shall not be subject to variation without the Customer's written agreement.

7.2 Unless otherwise agreed in writing, the Customer will only review prices in January and July. The Supplier must provide no less than 14 weeks' notice of any proposed increase in prices.

7.3 The price of the Goods is exclusive of amounts in respect of value added tax (**VAT**), but includes the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Customer.

7.4 Unless otherwise agreed in writing, all invoices will be sent to the Customer by way of EDI.

7.5 The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

7.6 The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.

7.7 The Customer shall pay correctly rendered invoices within 90 days from the end of the month in which it receives the invoice (unless otherwise agreed).

7.8 If a party fails to make any payment due to the other under the Contract by the due date for payment (**due date**), then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above HSBC Bank Plc's base lending rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.

7.9 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part. The Customer may, without limiting any other rights or remedies it (or any other evo company) may have, set off any amount owed to it (or any other evo company) by the Supplier against any amounts payable by it to the Supplier under the Contract.

7.10 The Supplier shall not refuse to process or supply any Order placed by the Customer, whether as a result of any unpaid invoice or for any other reason whatsoever, regardless of whether there is any dispute (of any nature) between the Customer and the Supplier, or vice versa. The Supplier and the Customer hereby expressly and irrevocably agree that, due to the nature of the Customer's business (which is such that the Customer is under similar "no suspend / no cessation of supply" obligations with its customers), this is a fair and reasonable contract term, and one which is of the essence of each Contract. The Supplier and the Customer agree to work collaboratively and in good faith to resolve any issue(s) or dispute(s) that may arise between them and that, throughout, continuity of supply must and shall be maintained.

8 CUSTOMER PROPERTY

8.1 The Supplier acknowledges that all materials, equipment and tools, drawings, specifications, data supplied by the Customer to the Supplier (**Customer Materials**) and all rights in the Customer Materials are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer, and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation.

8.2 All Intellectual Property Rights in works, goods or materials produced for the Customer by the Supplier or specifically commissioned by the Customer from the Supplier (whether for the Customer itself or for any customer of the Customer or end user of any customer of the Customer) shall vest in the Customer (either for itself or on trust for any other party as provided for above), and the Supplier undertakes to execute all documents required to ensure such ownership or the transfer or assignment of the same to the appropriate party/ies.

9 INSURANCE

9.1 During the term of the Contract and for a period of six (6) years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover such heads of liability as may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

10 CONFIDENTIAL INFORMATION

10.1 A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products or its services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors shall keep such information confidential.

11 TERMINATION

11.1 The Customer may terminate the Contract in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

11.2 The Customer may terminate the Contract with immediate effect and without liability to the Supplier where the Supplier commits a material breach of the Contract or any of these Terms and Conditions.

11.3 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier becomes subject to any of the following events:

11.3.1 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 (being a company) is deemed unable to

pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or

11.3.2 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 (where the Supplier is a company) these events take place 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; or

11.3.3 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in 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; or

11.3.4 (being an individual) the Supplier is the subject of a bankruptcy petition or order; or

11.3.5 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; or

11.3.6 (being a company) 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; or

11.3.7 (being a company) a floating charge holder over the Supplier's assets has become entitled to appoint or has appointed an administrative receiver; or

11.3.8 a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets; or

11.3.9 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 clause 11.3.1 to clause 11.3.8 inclusive; or

11.3.10 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or

11.3.11 the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

11.3.12 (being an individual) the Supplier dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

11.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

12 FORCE MAJEURE

12.1 Neither party shall be liable to the other for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract. If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 30 working days, the Customer may terminate this Contract immediately by giving written notice to the Supplier.

13 DISPUTE RESOLUTION

13.1 In the event of any disagreement or dispute between the parties they shall first endeavour to resolve it by referring it to the designated point of contact for each party or if they are unable to agree, by referring it to their respective line managers. If these persons are unable to reach agreement within one month of the dispute being referred to them the parties shall, in appropriate cases, seek to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Otherwise, nothing in this clause shall prevent a party from issuing court proceedings for any emergency or interim relief or in order to avoid being time barred under any limitation of actions period.

14 COMPLIANCE WITH RELEVANT LAWS AND POLICIES

14.1 In performing it obligations under the Contract, the Supplier shall:
a) comply with all applicable laws, statutes, regulations and codes from time to time in force;
b) comply with the Mandatory Conditions;
c) where applicable, provide the Customer with safety data sheets as required pursuant to Article 31 REACH;
d) provide any information relating to the environmental credentials of both the products and packing; and
c) comply with the Supplier Code of Practice.

14.2 The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by the Customer as a result of any claim brought by a third party for:

14.2.1 breach of Health and Safety at Work Act 1974;

14.2.2 breach of Control of Substance Hazardous to Health (COSHH) Regulations 1989;

14.2.3 breach of REACH; and/or

14.2.4 any other regulations or legislations,

arising out of or in connection with the supply of Goods.

14.3 The indemnities set out in clause 14.2 shall not apply to the extent that such a claim has arisen as a result of an act or omission of the Customer or its contractors or agents.

14.4 The Customer may immediately terminate the Contract for any breach of this clause 14.

15 HAZARDOUS GOODS

15.1 Hazardous goods must be marked by the Supplier with International Danger Symbol(s) and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Supplier shall observe the requirements of UK and International Agreements relating to the packing, labelling and carriage of hazardous Goods.

15.2 All information held by, or reasonably available to the Supplier regarding any potential hazards known or believed to exist in the transport, handling or use of the Goods supplied shall be promptly communicated to the Customer.

15.3 The Supplier shall provide data sheets for all Goods subject to the Control of Substances Hazardous to Health Regulations (as amended) in the form required by the Customer.

16 ENVIRONMENTAL CONDITIONS

16.1 Packaging

16.1.1 The maximum use must be made of recycled materials in the manufacture of crates, pallets, boxes, cartons, cushioning and other forms of packaging, where these fulfil other packaging specifications and do not result in an additional environmental impact.

16.1.2 Packaging must be capable of recovery for reuse or recycling. Packaging specifications should be reviewed periodically to ensure that no unnecessary limitations on the use of recycled materials exist.

16.1.3 In order to comply with the Customer's requirement to register under the Producer Responsibility Obligations (Packaging Waste) Regulations 1997 the Supplier shall provide an annual return by 31 December each year of the quantities of packaging supplied within the Contract during the calendar year.

16.2 Environmental Impact Conditions

16.2.1 When required by the Customer, the Supplier shall provide full details of the environmental credentials and / or the environmental impacts on the environment, in the format and template required by the Customer, of full contract performance of all stages in the product life cycle including but not limited to:

a) all raw materials and other constituents of the Goods;
b) all manufacturing processes;
c) distribution, packaging and storage of finished Goods;
d) impacts arising from the use of the Goods including the consumption of energy; and
e) impacts relevant to the disposal of the Goods and any by-products after use including recyclability;
f) information relating to the recycled material content and/or the recyclability of all Goods and their packaging;

16.2.2 The Supplier shall maintain manufacturing and raw material controls to ensure that the environmental impact remains consistent with or improves upon any previous notification to the Customer and to declare/certify to this effect.

16.2.3 The Supplier shall ensure that all products supplied are free from substances or preparations classified as dangerous by the EU.

16.2.4 The Supplier shall provide details of any proposed changes that affect previously notified environmental impacts. Where changes are contemplated the Supplier shall provide detailed proposals for reasonable consideration by the Customer. Any such changes shall not be introduced without the prior written agreement of the Customer.

16.2.5 The Customer may at all reasonable times have access to the Supplier's premises to carry out assessments in connection with this condition.

16.3 Supplier Certificates

16.3.1 The Supplier shall provide any and all certificates relating to relevant environmental accreditation for (i) all Goods supplied; and (ii) any business or company processes.

16.3.2 Copies of any renewal certificates should be supplied on or before the relevant expiry date.

16.4 Audits

16.4.1 The Customer may from time to time conduct audits, or require the Supplier to conduct an audit on the environmental information provided and/or held by the Supplier.

16.4.2 The Supplier shall use best endeavours to comply with the audits.

17 E.U. ILLEGAL TIMBER REGULATIONS (E.U.T.R.)

17.1 The Supplier warrants that all impacted products supplied to the Customer shall be compliant with current E.U.T.R. legislation.

18 CONDUCT AND ANTI-BRIBERY

18.1 The Supplier warrants that it shall:

18.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 (as amended) (**Relevant Requirements**);

18.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

18.1.3 comply with the Customer's Anti-bribery and Anti-corruption Policy as may be updated by the Customer from time to time;

18.1.4 have and shall maintain in place throughout the term of the Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 18.1.2, and will enforce them where appropriate;

18.1.5 promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract;

18.1.6 immediately notify the Customer (in writing) if a foreign public official becomes an officer or

employee of the Supplier or acquires a direct or indirect interest in the Supplier;

18.1.7 upon request by the Customer, certify to the Customer in writing signed by an officer of the Supplier, compliance with this clause 18 by the Supplier and all persons associated with it under clause 18.2. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.

18.2 The Supplier shall ensure that any person associated with the Supplier 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 this clause 18. 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 the terms.

18.3 For the purpose of this clause 18, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 18 a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

18.4 The Customer undertakes to observe the highest standards of ethical behaviour. Any attempt by the Supplier to influence any personnel employed by the Customer in order to affect the trading relationship, for example offering inducements, will result in immediate termination of the Contract without liability to the Customer.

18.5 The Supplier shall observe and comply with all applicable laws and ethical codes in relation to the Goods; irrespective of the Goods' origin of manufacture, in particular, but not limited to those relating to the following:

18.5.1 use of child labour;

18.5.2 racial discrimination;

18.5.3 equal opportunities.

18.6 Breach of this clause 18 shall be deemed a material breach under clause 11.2, entitling the Customer to terminate the Contract with immediate effect and without liability to the Supplier.

19 ANTI-SLAVERY

19.1 In performing its obligations under the agreement, the Supplier shall and shall ensure that each of its subcontractors shall comply with:

19.1.1 all applicable laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and

19.1.2 the Supplier Code of Practice.

19.2 The Supplier represents and warrants that neither the Supplier nor any of its officers, employees or other persons associated with it:

19.2.1 has been convicted of any offence involving slavery and human trafficking; and

19.2.2 having made reasonable enquiries, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

19.3 The Supplier shall implement due diligence procedures for its own Suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

19.4 The Supplier undertakes not to purchase any raw materials or products that have been sourced from producers or manufacturers using forced labour in its operations.

19.5 The Supplier shall notify the Customer as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.

19.6 The Supplier shall prepare and deliver to the Customer on request each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

19.7 The Supplier shall:

19.7.1 maintain a complete set of records to trace the supply chain of all Goods provided to the Customer in connection with this agreement; and

19.7.2 implement annual Supplier and subcontractor audits.

19.8 Breach of this clause 18 shall be deemed a material breach under clause 11.2, entitling the Customer to terminate the Contract with immediate effect and without liability to the Supplier.

20 SECURITY

20.1 The Supplier shall implement administrative, physical and technical controls that securely protect (in full) the confidentiality, integrity and availability of all Customer Information being handled in respect of any Goods being supplied and/or any ancillary services being provided by the Supplier to the Customer that are no less rigorous, stringent and effective than accepted by Best Industry Practice, or as may otherwise be required or requested by the Customer.

20.2 Upon the written request of the Customer the Supplier shall promptly (i.e. within such time scale as the Customer shall specify) and accurately (i.e. in a form and format satisfactory to the Customer) complete a written information security questionnaire regarding the Supplier's business practices and the information technology and information security environment in relation to all Customer information being handled or processed by the Supplier in the course of the Supplier's dealings with the Customer as provided by the Customer ("**Information Security Questionnaire**"). The Customer reserves the right to suspend any Contract with the Supplier or to terminate the same (together with any other agreement(s) in place with the Supplier) if the Supplier fails or delays providing the complete Information Security Questionnaire for any longer than that specified by the Customer for the return of the completed Information Security Questionnaire.

20.3 The Supplier shall provide any and all certificates relating to any relevant physical or information security accreditation(s) for: (i) all Goods supplied; and (ii) any business or business activity process(es) in the course of or relevant to (i).Copies of any renewal certification(s) shall also be supplied on or before the relevant expiry date.

20.4 The Supplier shall permit the Customer (together with or any employee, agent, advisor or other nominee as selected by the Customer), on reasonable prior written notice, to inspect and audit the facilities and systems

used by the Supplier to supply (or in the course of supplying) the Goods (and/or any ancillary services related to the same) to the Customer, to include (without limitation) such facilities and systems and all technical and organisational measures put in place and/or used by the Supplier in the course thereof to ensure the security of any Customer Information and any and all records maintained by the Supplier relating to that processing or activity/ies related thereto (including, without limitation, any metadata).

20.5 If the Supplier subcontracts all or any part of the supply of any Goods and/or the performance of any services ancillary thereto (which in all events shall not happen without the express prior written consent of the Customer, such consent to be at the sole and absolute discretion of the Customer and, if given, such consent may have conditions attached to it), the Supplier shall ensure (as a condition precedent of any subcontracting) that any subcontractor(s) of any tier or at any level in the Supplier's supply chain shall:

20.5.1 comply with this clause 20 as though it or they were or are the Supplier; and

20.5.2 complete an Information Security Questionnaire on or in respect of the subcontractor(s) concerned as and when requested by the Customer at any time; and

20.5.3 complete a physical and information security risk assessment as and when requested by the Customer at any time; and

20.5.4 implement annual physical and information security reviews and, if required by the Customer, annual audits or audits at such frequency as shall be determined by the Customer in its absolute discretion.

20.6 At all times during the course of any Contract and throughout all of its dealings with the Customer, under these Terms and Conditions or otherwise (for example, even when the duration of any Contract has expired or any given Contract has been performed), the Supplier shall comply with such Customer Policy/ies as are in force at the material or relevant point(s) in time or from time to time generally ("**Customer Policies**") and, in either case, as issued to the Supplier or notified in writing by the Customer as being applicable to the relevant parties' dealings under and in accordance with these Terms and Conditions and/or any Contract or otherwise.

20.7 Whilst present on any premises of the Customer, the Supplier shall comply with all Customer Policies applicable at the premises in question, such Customer Policies to be issued to the Supplier either in advance of or upon the arrival of the Supplier at the Customer's site(s) in question.

20.8 Where the Supplier is providing any system development or specific project work for the Customer, where any Customer Information is will be handled or processed by the Supplier (or any subcontractor(s) expressly approved and permitted by the Customer), secure design, coding, and testing practices and procedures that comply with the rules for secure development (as defined in Annex A14 of the ISO 27001 standard) shall be incorporated into all stages of all such activity/ies and duly complied with by the Supplier throughout.

20.9 Where any Supplier personnel (including the personnel of any expressly permitted and approved subcontractor) have unsupervised access to any secure working area or any systems on any Customer premises (or elsewhere), the Supplier shall undertake screening of all relevant employees or persons engaged to carry out such activity/ies, such screening to include but shall not be limited to identity checks and verification, employment history and reference checks and verification, credit and bankruptcy checks, screening against all applicable Government and any other applicable sanction lists and criminal conviction checks.

20.10 All Goods supplied (and any services performed ancillary thereto) by the Supplier to the Customer shall meet or exceed any technical criteria, any acceptance criteria and/or any service level requirement(s) laid down by the Customer or by law or which apply via any other means.

20.11 Any and all support and/or maintenance services provided by the Supplier to the Customer shall be compliant with this clause 20 and these Terms and Conditions and any software support and maintenance agreement between the parties and/or any such agreement between the Customer and its supplier(s) and/or the manufacturer(s) of such software.

21 GENERAL

21.1 The Customer may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

21.2 The Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior written consent. If the Customer does give its consent to sub-contracting, the Supplier shall be responsible for all work done and goods supplied by all sub-contractors.

21.3 All notices which are required to be given under the Contract shall be in writing and shall be sent to the recipient at its registered office or to such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Notices should be delivered personally or by first class pre-paid letter or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post forty-eight (48) hours after posting and if by facsimile transmission when despatched (with confirmation of sending).

21.4 If any provision of the Contract or these Terms and Conditions (or part thereof) is found by any court or administrative body or competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of the provision (or part thereof) shall not affect the other provisions of the Contract and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.

21.5 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

21.6 A person who is not a party to the Contract shall not have any rights under or in connection with it.

21.7 The headings in these Terms and Conditions are for ease of reference only and shall not affect the construction thereof.

21.8 Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Customer.

21.9 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.