



TERMS & CONDITIONS FOR THE PURCHASING OF GOODS AND/OR SERVICES

1. Definitions and Interpretation

In these Terms:

“**Acceptance**” as the meaning as per clause 4.2. below;

“**Affiliates**” means with respect to a Party, any other entity directly or indirectly owning or controlling such Party, owned or controlled by, or under the common Control of such Party;

“**Business Day**” means any day other than a day which is a public holiday (including bank holidays) in the jurisdiction where the Customer and the Provider respectively have their registered office;

“**Confidential Information**” means any non-public information disclosed whether in writing, verbally or by any other means by one Party to the other Party, which may include, but is not limited to, scientific, technical, marketing, business, financial, operational, administrative and economic information related to past, present and future products, services, business plans, experience, documents or data related to the manufacturing products, recipes, plans, processes, projects, systems, schemes, drawings, costs, equipment, materials, samples, technology, packaging as well as any visual information;

“**Consideration**” has the meaning set out in clause 8.1 below;

“**Control**” means ownership or control, directly or indirectly, of more than 50% of the voting interests of the subject entity or otherwise having the power to direct its activities;

“**Customer**” means the company entering the Order for the purchasing of the Good and/or Services;

“**Goods**” means the goods, including the installation of such goods to be provided by the Provider according to the specification, as better described in the Order;

“**Defectiveness**” or “**Non-Conformity(is)**” means the defectiveness and non-conformity as detailed in clause 6.1.;

“**Intellectual Property Rights**” means, collectively, any and all intellectual and industrial property rights, whether registered or unregistered, under any applicable law, including but not limited to patents, trademarks, original work of authorship, design, models, topographies, service marks, copyright, slogans, tags, trade dress, trade names, trade secrets, formulae, database rights, processes, know-how, formulations, recipes, product concepts, packaging design, drawings blueprints, specifications;

“**Material(s)**” means the materials, documents, equipment, tools, drawing and specifications provided by the Customer to the Provider and bought by the Customer and put at disposal of the Provider;

“**Order**” means the Customer order incorporating these Terms, as accepted by the Provider, which terms of acceptance are defined herein at clause 2.6.;

“**Party(ies)**” each and both the Customer and the Provider;

“**Personnel**” means the personnel, employees, agents and authorized subcontractors of the Provider;

“**Policy(ies)**” means the Customer and the Customer’s Affiliates policy, copies of which are available at request including (without limitation) the policy on health and safety and security on site;

“**Provider**” means the Party selling the Goods and/or the Service, that has accepted these conditions and it is bound by the relevant Order;

“**Regulatory Requirement(s)**” means any applicable law, regulation, statute, code rule and/or ordinances in respect to the performance of the Order including but not limited to labour and environmental regulatory requirements, safety and health laws and regulations as well as any applicable laws and regulations in force at the date of delivery and/or installation of the Goods and/or performance of the Service in the jurisdiction where the Goods is to be delivered and/or installed and the Service to be performed;

“**Service(s)**” means the service(s) to be provided by the Provider pursuant to and in accordance with the specifications set forth in the Order;

“**Specifications**” includes any plan, drawings diagrams, data or other information related to the Goods and/or Service;

“**Terms**” means these general terms and conditions and any subsequent amendment of their provisions as set out in clause 2.3 and 2.4 below;

“**Technical Documentation**” any and all technical and qualitative requirements and any other documentation relating to the performance of the Service and/or to the supply of the Goods and where applicable the respective traceability and manufacturing documentation.

2. Scope

2.1. These Terms govern the delivery and/or installation of the Goods and/or performance of the Service in as set out in the relevant Order. Save as agreed separately by the Parties in writing, nothing in these Terms shall place any commitment on the Customer to buy any Goods and/or Service from the Provider. Any forecast or estimated quantity provided by the Customer to the Provider shall be non-binding reference for the Provider.

2.2. By accepting the relevant Order issued by the Customer, the Provider agrees that these Terms form an integral and substantial part of the Order.

2.3. Should the acceptance of the Customer’s order contain express reference to the Provider commercial quotation concerning the quantity of Goods and/or Service and the relevant Consideration, such quotation shall apply and be part of the Order to the strict extent that they are (i) expressly identified in the confirmation of the Customer’s order, and (ii) they are not in conflict or inconsistent with these Terms and/or the Order. As a consequence, the Provider accepts that any Provider’s general terms and conditions of business are expressly excluded and shall not apply to these Terms and any Order.

2.4. Notwithstanding the clause 2.3. above, any other terms shall not be applicable unless expressly agreed in writing by the Parties.

2.5. Nothing in these Terms confer any exclusivity of supply to the Provider.

2.6. Any Order shall be issued by the Customer from time to time, in the form adopted and in use by the Customer at such time. Should the Provider intend not to accept the Order, the Provider shall notify in writing the Customer within 48 hours, from the receipt of the Order. Commencement of performance by the Provider shall be deemed as acceptance of the Order, irrespective to any other formalities taken by the Parties. The Customer will be bound by an Order only if issued by the Customer’s authorized representatives and it is under the Provider’ responsibility to check that this is occurring at the issuance of the relevant Order.

3. Provider’s duty of performance

3.1. The Provider shall:

(i) comply with, and cause its Personnel to comply with: (a) these Terms; (b) any applicable law and Regulatory Requirements, including but not limited to, health and safety, anti-bribery and anti-corruption laws (including the Food Safety Act 1990, the Consumer Protection Act 1987 and the Trade Descriptions Act 1968) relating to the manufacture, performance, labelling, packaging, storage, handling and delivery of the Goods and/or the performance of the Services (as applicable); (c) the Customer’s instructions and Policies; (d) the Specifications and Technical Documentation; and (e) comply with the terms of the Order (relating, among others, to the quantities to deliver, the key performance indicators, the service level, the deadline for delivery) and ensure that prior to supply of raw materials, a full Technical specification is completed by the Provider on Customer’s Specification Database system (Hamilton Grant);



- (ii) ensure the Goods are manufactured in accordance with technical standards and policies, customer requirements and any accreditations such as BRC or GFSi and notify the Customer promptly if there is any change in accreditation;
- (iii) promptly notify in writing the Customer in case of any change of the applicable laws or any material facts that may likely to affect the performance of the Services and/or the delivery/installation of the Goods;
- (iv) provide the Services in an independent manner with its own organization of means and people compliance with the Order in the way the Provider deems most efficient and at its own risk regardless the fact that the Customer may have provided some Material to the Provider;
- (iv) provide the Customer with the Technical Documentation at the Customer's request and in any case upon the completion of the Services and/or of the delivery/installation of the Goods including a certificate detailing the Goods country of origin where requested;
- (v) Time for delivery and/or installation of the Goods and provision of the Service is of the essence. Any delay in delivering and/or installing the Goods and or providing the Service shall give the Customer the right to compensation of £500 to cover administration costs, in addition to any further contractual or legal remedy for recovering any further cost, expenses or damage suffered as a consequence of the Provider's failure to deliver and install the Goods on time; and
- (vi) In case the installation of the Goods is requested by the nature of the Goods or specified in the Order, the Customer shall proceed, directly or through a third party, to test and install the Goods in order to assess those are in compliance with the Specifications and Regulatory Requirements. The Customer can attend to such operations. The testing activity does not constitute the Good's acceptance, as this is considering as a preliminary phase for the delivery of the Goods. Save otherwise agreed in the Order, in case the Goods delivered and/or installed are equipment or moulds, the Provider shall grant to the Customer the supply of quality parts and components for the equipment as well as spare parts for maintenance purposes for a period of not less than ten (10) years from the date of the Acceptance of the equipment.

4. Delivery

4.1 The Provider shall ensure that: (a) Goods are packed and labelled in accordance with any requirements detailed in the Specification, or Order and/or any other directions by the Customer and in any event provide adequate information and instructions as to the transport, handling or use for which the Goods were designed (including any information about any potential hazards and applicable COSHH documents) and as a minimum in accordance with all Applicable Law and in such manner so as to enable them to reach their destination in good condition; and (b) each delivery of Goods is accompanied by a delivery note which shows the date of the Order, the purchase order number supplied by the Customer (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.;

4.2 Delivery of Goods shall be completed upon completion by the Provider of safe unloading of the Goods at the specified delivery location. Performance of any Services shall be completed once the Provider has successfully completed all activities which make up the Services in question.

4.3 The Provider shall not deliver any Goods nor perform any Services in instalments other than with the agreement of the Customer.

5. Transfer of risk and title

5.1. With reference to the Goods, and unless otherwise set forth under the Order, title and risk on the Goods shall pass from the Provider to the Customer on delivery of the Goods.

5.2. In case the Goods, to be delivered and installed are equipment or machinery, the title of property to the and transfer of risk shall pass to the Customer at the date of signature of the Acceptance, which is considered as the moment of the positive outcome of the testing activity.

6. Representations and Warranties

6.1. Under these Terms, the Provider hereby represents and warrants that:

- (i) it has full capacity, power and authority to validly enter these Terms and in the Order;
- (ii) Save otherwise stated in the Order, the Good shall be covered by a contractual warranty provided by the Customer for a period of minimum 24 months starting from the delivery or in case of equipment as of the Acceptance of the Goods after the installation. Such warranty shall cover any Goods' defectiveness or non-conformity in respect to the Specifications, Regulatory Requirements as well as any other provision of the Order. Such warranty shall give the Principal the right, upon written notice, to (i) ask the Provider to promptly and without delay remedy to such nonconformity at its own costs and expenses, or (ii) to directly remedy to such non conformities, by debiting to the Provider any and all relevant costs. All the above, without prejudice to further rights of the Customer granted by any applicable law. Moreover, the Parties agree and acknowledge that, without prejudice to the warranty rights set by the laws in reference to the Good, any intervention on the Good carried out by the Provider shall imply an extension of a further 12 month's warranty period covering such intervention or repairing activity;
- (iii) the Services are performed and/or the Good is manufactured and/or installed by appropriately experienced, qualified and trained Personnel with special knowledge, skill, care and diligence in accordance with generally recognised commercial practices and professional standards in the industry for similar services;
- (iv) it and its Personnel have and maintain all the licences, permissions, authorisations, consents and permits that are required to deliver and/or install the Good and/or perform the Services, as specified in the Order;
- (v) it and its Personnel will not act or omit to act in any way which could bring Customer or its name, products, trademarks or logos owned by it or by any of the Customer's Affiliates into disrepute or which could be directly or indirectly damaging or detrimental to the reputation and image of the Customer;
- (vi) the Service and Goods are: (a) fit for their intended purpose; (b) free of design, material and workmanship defects; (c) free and clear of any security interests, liens, claims, charges, encumbrances or liabilities;
- (vii) the Goods are free from cross-contamination by any ingredients which are not set out in the Specification or which are specified under any Applicable Law as being required on the packaging of the Goods, the goods are free from grease, odour, poisonous and toxic and/or injurious substances or unintended plastic and suitable for every respect, where the Goods are in relation to food packaging;
- (viii) it has the title and right to incorporate and use any third party's Intellectual Property Rights in the performance of the Services and that in doing so it does not infringe any third party's Intellectual Property Rights.

7. Change and Modification

7.1 The Provider shall not be entitled to modify the Services and or the Goods without the prior written consent of the Customer.

7.2 The Provider may not increase the Price (whether on account of increased materials, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of the Customer..



7.3. The Customer may, at any time, request a change on scope of the Services and/or on the Goods (if this latter is applicable) under the Order. In such a case, the Provider shall, within a reasonable time indicated by the Customer, provide a new written estimate to the Customer regarding the time and cost required to implement such change.

7.4. Upon written approval of the new estimate by the Customer, the Provider shall implement the change in accordance with what has been agreed between the Parties.

8. Consideration and Payment terms

8.1. The consideration and the payment terms for the Good and/or Services, as better defined in the Order, are set out in the relevant Order (“**Consideration**”). The Parties agree and acknowledge that the Consideration shall remain valid and into force until the expiration of the Order and can be changed only upon mutual written agreement of the Parties.

8.2. The payment shall be made in the currency set out in the Order and shall not constitute acceptance or recognition of the Provider’s proper performance under these Terms.

8.3. The Customer shall be entitled to set off any amount due at any time to the Provider against any undisputed amount due, for whichever reasons, by the Provider to the Customer.

8.4. The Service Provider shall attach to its invoices any relevant documentation requested by the Customer as well as any relevant information allowing the Customer and its representatives to verify the Provider’s invoices. The Provider is aware that non-compliance creates a risk for delayed payments of invoices. To such purpose, the Customer shall have the right to suspend any payment invoice in case of incomplete documentation attached to each relevant invoice.

8.5. If the Provider is materially in default of any of its obligations under these Terms, the Customer has the right to suspend the payments of any outstanding amounts of the Consideration, subject to written notice to the Provider.

8.6 The Customer shall pay correctly submitted invoices within 60 days of the end of the month the invoice is received together with VAT thereon (subject to the Provider’s invoice being valid for VAT purposes). Payment shall be made by bank transfer to a single bank account as nominated in writing by the Provider.

8.7 If the Customer fails to make any payment to the Provider by the due date then at the written request of the Provider the Customer shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England base rate from time to time. Subject to the other provisions of this Clause 8 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. Interest shall not though apply to any payment which the Customer disputes in good faith.

9. Failure in the performance of the Services and Non-Conformity of the Goods

9.1. The Provider shall promptly notify in writing the Customer in case of any failure or anticipated failure to provide the Goods (including the installation or Defectiveness) and/or to perform the Services, including any and promptly rectify and/or remedy such failure, including any non-conformity, at the Provider’s exclusive cost and expense. The Provider shall notify the Customer immediately of: (a) any adverse results arising out of analytical, microbiological or other quality or specification checks carried out in respect of the Goods and discovered before or after their delivery; (b) any actual or suspected failure of any Goods to meet the requirements of Clause 5.1(vii); and/or (c) any failure by the Provider to label any Goods in accordance with Clause 4.1(a). The Customer at its absolute discretion, has the right to recall the Goods if the risks of Defectiveness is real and/or alleged, or in the event of a mandatory instruction, instigation, recommendation or suggestion of any governmental or regulatory body at the Provider’s cost and expense, including the penalties that the Customer’s clients may request as a result of the recall of the Goods and of any finished products embedding the Goods. The Provider shall immediately provide all assistance at its own cost required by the Customer in respect of such withdraw or recall and shall maintain in place an appropriate crisis management procedure to enable it to do so.

9.2. In case of Goods’ defectiveness or non-conformity in respect to these Terms, any Specifications, Regulatory Requirements as well as any other provision set up in the Order (hereinafter referred to as “**Defectiveness**” or “**Non-Conformity(is)**”), the Customer will, upon written notice non-exceeding the 20 (twenty) calendar days from the discovery, require the Provider to promptly and without delay remedy the ascertained Non-Conformity at Provider’s exclusive costs and expenses. Should the Provider fail to remedy such ascertained Non-Conformity, then the Customer shall be entitled to directly remedy such Non-Conformities, and debit to the Provider any and all the relevant costs. In the above circumstances the Provider shall: (i) bear any costs for repair or replacement of the Goods in such a way to be in compliance with the Order and/or Regulatory Requirements; and (ii) reimburse any further cost, charge or expense incurred by the Customer in relation to the repair, modification or replacement of the Goods affected by the Non-Conformity. All the above, without prejudice to further rights of the Customer granted by any applicable Regulatory Requirement. The Customer reserve the right to un-announced visits and audits of manufacturing practices or storage premises. The Customer also reserve the right for test results which must be supplied with immediate effect any non-conforming results must be highlighted and notified as per clause 9.2.

9.3 Should the Provider fail to deliver the Goods and or to perform the Service in compliance with the time of delivery and/or the quantity agreed, Purchaser may, at its own discretion and without prejudice to any additional rights: (i) require the immediate fulfillment of the Order, in whole or in part; and/or (ii) procure elsewhere at any time the Goods and/or the performance of the Service at Provider’s cost and risk, with the sole obligation of notifying the Provider. Customer is entitled to reject the Goods accompanied by a delivery note, should such a note not comply with any Regulatory Requirement, as well as missing the proper indication of the date and number of the Order. The above is without prejudice to the right of the Customer to require the payment of compensation for delay of delivery, as set out in clause 3.1.(v).

10. Indemnity & Insurance Coverage

10.1. The Provider shall at all time keep the Customer and all relevant Customer’s Affiliates, indemnified against all liabilities, costs (including but not limited to legal costs), expenses, damages and losses, including, but not limited to, any direct, indirect, consequential losses, loss of profit, loss of business and loss of reputation, incurred by the Customer and/or by any of the Customer’s Affiliates in connection with any wrongful act, omission, negligent act, default or breach of any obligations, representations and warranties of the Provider or its Personnel under the Order.

10.2. In addition to clause 10.1. above, the Provider shall keep the Customer indemnified against any claims: (a) for actual or alleged infringement of any third party’s Intellectual Property Rights and third party’s Confidential Information; (b) for death, personal injury or damages arising out of or in connection with the failure to perform the Services and/or the non-conformity of the Goods, under these Terms; (c) in connection with any amounts due under any applicable law by the Provider to its Personnel, including but not limited to employers’ contributions and benefits, payments, withholdings, severance pay and contributions; (d) incurred by the Customer as a consequences of any Personnel acts and/or omissions.

10.3. In accordance with any applicable law, the Provider undertakes to take out and/or maintain in full force and effect, at its own expenses, all necessary insurances to cover all the liabilities in connection with commercial general liability, professional liability, product liability and or product



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recall insurance notably related to third party's bodily injury or property damage, employer's liability, workers compensation, health and safety. Upon Customer's request, the Provider shall provide the Customer with prompt evidence of the existence of such insurance policies.

11. Confidentiality

11.1. The Provider shall use the Confidential Information received from the Customer and/or from any Customer's Affiliates only for the performance of the relevant Order. The existence of these Terms and the Order shall be considered as Confidential Information. Only the Personnel who needs to have access to such Confidential Information in order to carry out the performance of the Services and/or the delivery of the Goods and the relevant installation under the Order shall have access to the relevant Confidential Information, on a strict need-to-know basis.

11.2. Upon Customer's instruction, all the documentation containing Confidential Information disclosed by the Customer to the Provider shall be returned to the Customer or destroyed.

11.3. Without prejudice to the Confidentiality obligations set out in this clause 11, the Parties agree on a reciprocal basis to the processing of their respective data, also in electronic form, in accordance with and in compliance with the applicable laws and for the sole purpose of correctly performing their obligations under these Terms.

11.4. The Provider undertakes to ensure compliance of the confidentiality obligations set forth herein by any of its Personnel and agrees to indemnify and hold harmless the Customer from any third party's claim resulting from the infringement of the confidentiality obligations by itself or its Personnel as stated here above.

11.5. Each Party may disclose the Confidential Information if such disclosure: (i) is required by law, a court order or any governmental or regulatory authority or; (ii) is necessary to require the enforcement of any obligation arising out of the Order before a court or, if applicable, an arbitral court. If disclosure is required, the Confidential Information will be disclosed on a strict need-to-know basis. The Party who discloses the Confidential Information shall immediately notify the other party of such disclosure.

12. Intellectual Property Rights

12.1. The Parties acknowledge and agree that each Party, including the Customer's Affiliates shall at all times remain the owner of any Intellectual Property Rights owned before the start of its relationship with the other Party under these Terms or created outside and independently from these Terms ("Background Intellectual Property Rights").

12.2. The Provider acknowledges that these Terms do not grant to the Provider any right or title of ownership or right to use/exploit any of the Customer's, and/or any of the Customer's Affiliate Background Intellectual Property Rights. In particular, the Provider shall not be entitled to use or dispose of any Intellectual Property Rights related to any materials and/or the Technical Documentation handed over by the Customer, and/or by any of the Customers' Affiliate to the Provider.

12.3. Subject to the provisions of these Terms, the Provider hereby acknowledges and agrees that the Customer is and shall remain the exclusive owner of any and all Intellectual Property Rights related to the Goods or Services, as arising out or in connection with the Order, including those developed by the Provider, if any, as well as any and all relevant Technical Documentation ("New Intellectual Property Rights"). The Consideration for the New Intellectual Property Rights has been calculated and negotiated between the Parties taking into account this clause.

12.4. The Provider (i) shall maintain confidential and shall not reveal, disclose or transfer to any third party the Technical Documentation, or any part thereof, and (ii) shall not use any New Intellectual Property Rights, developed by the Provider in performing these Terms for designing, manufacturing or supplying similar services and/or works for any third parties.

12.5. In case the Provider becomes aware of any infringement or threatened infringement of the Customer's or any other Customer's Affiliates Intellectual Property Rights, the Service Provider shall promptly notify in writing the Customer. To the extent that any Intellectual Property Rights supplied to the Customer under these Terms is created by a Personnel, the Provider shall obtain an unconditional assignment from such Personnel to enable the transfer of any such Intellectual Property Rights to the Customer, or and/or to any of the Customer's Affiliate, at the Customer's discretion.

12.6. The use of the name(s) and/or trademark(s) of the Customer and/or of any of the Customer's Affiliates, by the Provider in any commercial and advertising activity or otherwise shall be subject to the prior written agreement between the Parties.

13. Termination

13.1. These Terms are valid and effective with reference to the validity of the relevant Order, to which these Terms are referred. The Provider shall have the right to terminate the Order, without any prior Court authorisation, if the Provider commits a material default of any of its undertakings under these Terms, provided that prior to termination hereof the Customer notifies the Provider of the default in writing, stating a reasonable time, in any event not exceeding 30 (thirty) calendar days, from the date the notice is received, within which the Provider shall have to remedy said default.

13.2. Without prejudice to clause 13.3 below, the Customer shall also have the right to terminate the Order by written notice with immediate effect if the Provider:

a) fails to comply with applicable Regulatory Requirement, related among others to health and safety, anti-bribery and/or anti-corruption law; b) fails to comply with the provisions of relevant Customer Code of Business Conduct; c) fails to obtain and/or maintain all the licenses, permissions, authorizations, consents and permits required to provide the Goods and/or to perform the Services;

d) infringes any obligations of Confidentiality, as set out in clause 11 above; e) infringes any Intellectual Property Rights clause, as set out in clause 12 above; f) proceeds to the unauthorized assignment of credits and rights and/or unauthorized use of sub-contracting; g) the Provider announces a cessation of its entire business; elects to dissolve and wind-up its business; makes a general assignment for the benefit of creditors; or petitions for or appoints (or a third Party causes to be appointed for such Party) a receiver, custodian or trustee to take possession of all or substantially all of such Party's property; and h) the Provider is subject to change of control, amalgamation, or other restructuring operation.

13.3. The Customer may terminate the Order or any part thereof at its own discretion, by giving a 30 (thirty) calendar days prior written notice to the Provider. At the expiration of the 30-days of prior notice, the Provider will immediately stop and cause all of its Personnel to stop all work under the Order, which has been terminated. Customer will pay the Provider's actual direct costs and expenses resulting from the termination of the Order, till the termination date as set out in the Customer's written notice of termination.

13.4. In case of change of control of the Provider, or whether the Provider is subject to reorganization, amalgamations, or other restructuring operations (to such purpose, the Provider shall inform the Customer forthwith of any fact or circumstance related to any variation of its share capital relevant and/or any modification of its corporate structure), the Customer is entitled to terminate any on-going Order, and these Terms upon 30 (thirty) calendar days prior written notice.

14. Consequences of Termination

14.1. Termination of the Order shall be without prejudice to the accrued rights and liabilities of the Parties and shall not affect the coming into or continuance in force of any provision of these Terms which is expressly or by implication to come into or to continue in force after such termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination. Upon



termination of the Order, the Provider shall promptly return to the Customer all the Materials, Confidential Information, Technical Documentation related to the Order.

14.2. For the avoidance of doubts, the Parties further agree and acknowledge that the provisions under clause 11 Confidentiality and clause 12 Intellectual Property Rights of these Terms shall survive the termination, for whatever reason, of these Terms and shall remain in full force and effect to the maximum extent permitted under any applicable law.

14.3. Unless expressly stated in clause 13, the termination of the Order, or any part thereof, shall not of itself give rise to any liability on the part of the Customer to pay any compensation to the Provider or the Personnel, including but not limited to loss of profits.

15. Force Majeure

15.1. “**Force Majeure Event**” shall mean any unforeseen event which is beyond the reasonable control of the Parties or any foreseeable occurrence the consequences of which may not reasonably be avoided that arises after the date of signature of the Order and which prevents performance of these Terms, in whole or in part, by either Party (including but not limited to war, revolution, embargo, riot, civil disorder, sabotage, accident, act of God, fires, strikes, lock outs, or other industrial action, or order or act of an authority (including, without limitation, administrative action, rule, regulation or legislation).

15.2. If a Force Majeure Event occurs, performance of the parties’ obligations under the Order shall be suspended for the duration of the delay caused by the Force Majeure Event and the period of performance shall be automatically extended, without any penalty, for an equal period. The Parties shall undertake to make their best efforts in order to minimize the consequences relating to such Force Majeure Event and especially of delays incurred.

15.3. Upon the occurrence of a Force Majeure Event and in any case no later than 4 (four) Business Days from it, the affected Party shall immediately inform in writing the other Party by electronic message or facsimile, including the description of the relevant Force Majeure Event and the reasons for the delay or inability to perform the obligations arising under these Terms.

15.4. The affected Party shall notify the other Party of the end of the Force Majeure Event within 3 (three) Business Days from the date of the end.

15.5. The burden of proof of any Force Majeure Event, occurred under this clause 15, shall be borne by the affected Party.

15.6. The Parties have the right to terminate without any liability and with immediate effect these Terms and/or the Order, by giving a prior written notice to the other Party when one of the Parties is unable to carry out any of its obligations under these Terms and/or the Order as a result of the occurrence of a Force Majeure Event, if the Force Majeure Event prevents a Party from performing the Services for more than 15 (fifteen) Business Days within a period of 6 (six) following months.

16. Data Protection

16.1. The Parties shall comply with all applicable data protection laws and regulations currently in effect or as subsequently updated, amended, or revised, amongst which, without limitation, the EU General Data Protection Regulation 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, (GDPR) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and any other applicable national implementing legislation.

16.2. Where the Provider, in the course of providing the Goods and/or the Service to the Customer, acts in the capacity of a data processor, as defined in the GDPR or any applicable national data protection legislation, the Provider hereby undertakes

- (a) to enter into a contract with the Customer that complies with Article 28 (3) of the GDPR; and
- (b) only to engage another processor in compliance with Article 28 (2) of the GDPR

17. Miscellaneous

17.1. Remedies

Each right or remedy under these Terms is without prejudice to any other legal remedy granted to the Customer whether under these Terms or under the applicable law. For the sake of clarity, all rights and remedies of the Customer, or either of them, arising out of or in connection with the Order shall be deemed to be cumulative and not alternative.

17.2. No Waiver of Rights

Any Customer indulgence on a temporary basis towards the Provider in respect of the performance of the Order, or failure of the Customer to enforce any of the provisions of these Terms shall not be construed as a waiver or otherwise prejudice any of the Customer right here and thereunder.

17.3. Severability

If any provision of these Terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part of such provision shall, to the extent required, be deemed not to form part of these Terms, and the validity and enforceability of the other provisions of these Terms shall not be affected.

If a provision of these Terms (or part of any provision) is found to be illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable and to best meet the legal and economic aim of the inoperative provision. This does not apply in case complying with these Terms would constitute unreasonable hardship for one or both Parties.

17.4. Independent Contractor and non-Exclusive Basis

It is expressly agreed between the Parties that the Provider is and shall be deemed to be an independent contractor under these Terms and that the Provider is not in any respect acting as a partner, agent or in joint venture with the Customer.

It is further understood and agreed that all the Personnel shall not be deemed as employees of the Customer. The Provider shall be entirely and solely responsible for its acts and the acts of the Personnel including, but not limited to: (i) the payment of any and all compensation, contribution and benefits due to the Personnel under any applicable law; and (ii) reporting, withholding and remitting to any governmental authority all income and employment taxes attributable to such compensation and benefits. For purpose of clarity, it is agreed that the relationship between the Parties is nonexclusive, and that no exclusivity is granted by a Party to the other.

17.5 No Assignment and no Subcontracting

The Provider shall not assign and/or subcontract the Order, or any part thereof as well as any right or obligation thereunder, save expressly and separately authorised in writing and in advance by the Customer. For the sake of clarity, the Provider shall not sell, transfer or assign to any third party any credit the Provider may have toward the Customer. In any event, when expressly authorized by the Customer in writing, the Provider shall remain responsible for the performance of the Order.

The Customer may at any time, subject to prior written notice to the Provider, assign the Order, in full or in part, to any of the Customer’s Affiliates.

17.6. Entire Agreement



Without prejudice to article 2 of the present Terms, these Terms represents the entire agreement between the Parties on the subject matter hereof and they supersede all prior discussions, agreements and understandings of every kind and nature between them. No modification of these Terms will be effective unless made in writing and signed by the Parties.

17.7. Notices

Any notice required to be given under these Terms shall be in writing in English Language. Notices shall be addressed to the addresses of the Parties indicated in the Order.

17.8. Inspection

At any time and during the business hours, the Customer shall have the right to access, directly or through third authorised parties, the Provider or the Personnel premises or facilities, in order to verify and assess that the Provider properly complies with any and all its obligations, including the compliance with the Customer Code of Business Conduct, under these Terms.

17.9. Customer Code of Conduct

The Provider declares that it has read and is aware of the contents of the Customer Code of Business Conduct, if available, as part of the Order.

17.10 Sedex

The Provider shall be registered at all times as a (B) member of Sedex with a completed self-assessment questionnaire completed as a condition of trade. Access must be granted to the Customer to review this. The Provider shall ensure that manufacturing sites they distribute from are registered with Sedex. The Provider shall promptly notify the Customer if they cease to be registered as a (B) member of Sedex and the Customer shall have the right to cancel any Order.

17.11. Governing Law and Settlement of Disputes

These Terms and any dispute or claim arising out of or in connection with the Order shall be subject to and construed according to the law of England. Any dispute arising under or in connection with these Terms shall fall under the exclusive jurisdiction of the courts of England.

Signed by

Name: _____

Title: _____

On behalf of _____

Dated _____