

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Definitions

1.1 In these conditions the following words and phrases shall have the following meanings:

"Change of Control" occurs where there is a change in the person or entity who determines the affairs of the company (either by means of their shareholding, voting power or the terms of any constitutional document).

"Conditions" means the terms and conditions of purchase set out in this document.

"Contract" means a contract between the Supplier and the Customer for supply of Goods and/or Services in accordance with these Conditions, as amended or supplemented by the terms of any Order entered into in accordance with clause 2 below.

"Customer" means Minor, Weir & Willis Limited (Company Number 00776793) or any Group Company of that company placing the Order.

"Delivery Date" means the date for delivery of Goods as specified in the relevant Order.

"Delivery Point" the place where delivery of the Goods is to take place.

"Goods" means the goods (or any part of them) set out in the relevant Order.

"Group Company" means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

"Intellectual Property Rights" means all intellectual property or industrial rights of any type in any state or country whether registered or un-registered. This includes all applications (or rights to apply) for and renewals or extensions of, these rights and all similar or equivalent rights or forms of protection which exist now or will exist in the future in any part of the world.

"Mandatory Policies" means the policies of the Customer with which the Supplier must comply as notified to the Supplier by the Customer in writing from time to time.

"Normal Business Hours" means 0900 to 1600, Monday to Friday, except for the Public Holidays.

"Order" means the Customer's written order for the supply of the Goods and/or Services detailing valid purchase order number, price, quantity, specification and agreed date and (if applicable) time.

"Services" means services to be provided by Supplier to the Customer as set out in a relevant Order.

"Specification" means any written specification for Goods and/or Services issued by the Customer.

"Supplier" means the person who accepts the Order.

"Incoterm" a glossary of terms used in international commerce and trade, published by the International Chamber of Commerce from time to time.

"Warranties" means the warranties and representations at clause 3.1.

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and in the plural include the singular and a reference to one gender includes a reference to the other gender.

1.4 The headings in these Conditions are for convenience only.

1.5 The words "including", "include", "in particular", "for example" or any similar expression shall not limit the sense of the words preceding those terms.

1.6 A reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. BASIS OF CONTRACT

2.1 The Customer's only commitment to purchase Goods from the Supplier shall be as set out in an Order. The Customer shall not be under any obligation to place any Orders or purchase any minimum quantity of Goods.

2.2 These Conditions apply to all requests for quotations, offers and contracts where the Customer acts as a (potential) buyer and/or purchaser of Goods and/or Services. These Conditions shall also apply to all future commercial relations with the Supplier even if these Conditions are not communicated again.

2.3 Applicability of general terms and conditions and/or terms and conditions of sale used by the Supplier is expressly rejected.

2.4 No exceptions shall be made to these Terms and Conditions, unless with the express written approval of the Customer.

2.5 The Conditions herein shall be deemed as accepted by the Supplier and a Contract shall be formed between the Customer and the Supplier incorporating these Terms and Conditions, as amended or supplemented by the terms of the relevant Order, on the earlier of:

- (a) the Customer receiving from the Supplier a written acceptance of the Order; and
- (b) the Supplier doing any act consistent with fulfilling the Order.

2.6 Each Order provided by the Customer to the Supplier constitutes an offer to the Supplier which shall remain open for acceptance (by the Supplier countersigning the Order and returning it to the Customer or by commencing the delivery of Goods or Services in accordance with the Order) for 10 days from the date of the Order, failing which the offer shall lapse unless otherwise agreed by the Customer in writing.

2.7 In the event that the Supplier makes an offer to the Customer for the provision of any Goods or Services, that offer shall not be binding on the Customer and any Order signed by the Customer in relation to that offer shall constitute a counter-offer, open to acceptance by the Supplier in accordance with clause 2.6.

2.8 In the event that the Supplier makes any changes to an Order prior to signing and returning it to the Customer, those changes shall not form a part of the Contract and shall not be enforceable, and the original terms of the Order (as signed by the Customer) shall be valid and enforceable, unless and until the changes have been explicitly accepted by the Customer in writing.

2.9 These 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.

2.10 Once a Contract has come into existence the Supplier may not cancel the Contract without prior written agreement from the Customer.

2.11 The Supplier shall inform the Customer immediately if considers it will not be able to fulfil an Order or that the Customer has made a mistake in any Order.

3. QUALITY AND COMPLIANCE

3.1 The Supplier warrants and represents that the Goods shall:

- (a) in every respect correspond with their description and comply with any applicable Specification;
- (b) comply with any applicable quality, specification and quantity requirements set out or referred to in the Order;
- (c) in every respect be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer (expressly or implication) and in this respect the Customer relies on the Supplier's skill and judgment;
- (d) comply with all applicable statutory and regulatory requirements applicable to the relevant Goods (including, without limitation, all laws and regulations of the European Union and the United Kingdom relating to matters including but not limited to pesticides, chemical residues, hygiene, organic certification, genetic modification, labelling and packaging) and have no characteristics that can cause harm to persons or things;
- (e) comply with all labelling, packaging, storage, handling and delivery requirements notified by the Customer to the Supplier;
- (f) in every respect satisfy the quality or quantity requirements that are established by or pursuant to the law or which are nationally and/or internationally customary, as well as international standards of generally recognised standardisation institutes, and also that they meet the norms and technical standards that are generally recognised in the sector as well as all applicable principles and prescriptions of quality standards in particular, those relating to food safety.

3.2 The Supplier shall comply with the Mandatory Policies and shall ensure that all required temperature regimes are adhered to throughout the delivery process and that these are appropriately checked.

3.3 The Customer may inspect Goods prior to delivery. The Supplier shall remain fully responsible for the Goods and any such inspection shall not diminish or otherwise affect the Seller's obligations under the Contract. If following an inspection the Customer considers that Goods do not comply or are unlikely to comply with the requirements of the Contract the Customer shall inform the Supplier and the Supplier shall take such remedial action as is necessary to ensure compliance.

3.4 The Supplier shall supply such evidence of conformance with the requirements of clause 3.1 and clause 3.2 and of provenance of Goods as the Customer may require (including providing any necessary quality certificates as requested by the Customer from time to time).

3.5 If any Goods delivered to the Customer do not comply with the Warranties (or any of them) or are otherwise not in conformity with these Conditions or the relevant Order, then, without limiting any other right or remedy that the Customer may have, the Customer may reject those Goods and its rights stated elsewhere in these Conditions:

3.5.1 require the Supplier to repair or replace the rejected Goods at the Supplier's risk and expense within five Business Days of being requested to do so; or

3.5.2 require the Supplier to repay the price of the rejected Goods in full (whether or not the Customer has previously required the Supplier to repair or replace the rejected Goods); and

3.5.3 claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Goods that do not conform with these Terms and Conditions or the Order.

3.6 All produce related Goods ordered and supplied must be made under the Global Gap or Assured Produce certification, or any other certification as agreed by the Ekho Technical Team prior to commencement of supply.

3.7 The Customer shall be entitled to reject Goods which fail to meet its product quality requirements, do not comply with the Warranties (or any of them) and/or do not correspond in whole or part to the relevant Order. If the Supplier wishes to query or dispute any quality assessment results in writing it shall notify the Customer in writing within 24 hours of receipt of the assessment concerned otherwise it shall be deemed to have accepted such assessment.

3.8 Without prejudice and in addition to the other provisions of these Conditions or other rights and remedies the Customer may have, the Customer shall, if it rejects Goods in accordance with clause 3.7, have the right to:

- (i) compensation for all liabilities it incurs as a result of the defectiveness of the Goods,
- (ii) dissolve the Contract in whole or part by simple written notification and without judicial intervention;
- (iii) to demand reduction of the purchase price;
- (iv) recharge to the Supplier the following, which shall be payable on demand:
 - (a) cost of labour incurred at the Customer's applicable standard internal labour rate (as shall be notified to the Supplier).
 - (b) where the Customer disposes of Goods, all costs of disposing Goods such costs to include the applicable landfill charges;
 - (c) any actual produce cost (or part thereof) which has been paid to the Supplier in respect of the Goods concerned;

- (d) any additional cost and/or expenditure incurred in obtaining suitable replacement Goods;
- (e) where yields are below agreed levels or produce losses are above agreed limits, the price payable for the Goods shall be adjusted accordingly to reflect such yields and/or losses;
- (f) actual cost of delivery where paid directly by the Customer;
- (g) cost of labour, QA and administration appropriate for above disposal actions.
- (h) where faulty or defective packaging is involved, the cost of all packaging material required to repack the Goods.

3.9 The Customer shall be entitled to measure the Supplier against a set of KPIs which shall be notified to it in writing from time to time. Material and/or persistent failure to achieve standards expected by the Customer may lead to the suspension of ordering, the cancellation of Orders, the de listing of product lines and/or the termination of this Supply Agreement. For less serious failures, the Customer may agree a remediation plan which the Supplier will be obliged to implement successfully in order to continue as a supplier

4. INDEMNITY

4.1 The Seller shall keep the Customer indemnified in full against all loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Customer as a result of or in connection with:

- (a) any breach by the Supplier of its obligations under clause 3;
- (b) any claim made against the Customer in respect of any liability, loss, damage, injury, cost or expense sustained by the Customer's employees or agents or by any third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods or otherwise as a consequence of any breach or negligent performance or failure or delay in performance of the terms of the Contract by the Supplier.

This clause 4 shall survive termination of any contract between the Supplier and the Customer.

5. DELIVERY AND INSPECTION

5.1 The Supplier shall deliver Goods in accordance with the applicable Incoterm to the Delivery Point on the Delivery Date during Normal Business Hours and in accordance with any time slot stated in the relevant Order or as otherwise agreed in writing with the Customer. If no applicable Incoterm is specified in the relevant Order, or is otherwise agreed by the Customer in writing, the applicable Incoterm shall be DDP (Incoterm 2010).

5.2 The Supplier shall ensure that each delivery of Goods is accompanied by a delivery note which shows without limitation the following:

Order Number
Date of Order,
Number of packages and contents and,
In the case of any permitted part delivery, the outstanding balance remaining to be delivered.

5.3 The Supplier shall not deliver Goods in instalments without the Customer's prior written consent. Where the Customer agrees in writing to accept delivery by instalments they may be invoiced and paid for separately. However, in delay or failure to deliver an instalment or any defect in an instalment will entitle the Customer to exercise its remedies under clause 6 and refuse to accept all or any one of the remaining instalments.

5.4 The Customer shall not be deemed to have accepted the Goods until it has had a reasonable period to inspect Goods following delivery such period to be at least 24 hours following delivery. Loose products for packing will undergo additional quality assessment upon further processing which will be carried out within a reasonable period of time after receipt. Goods for ripening, will be subject to further inspection and assessment following ripening of the Goods concerned. The Customer shall be entitled to undertake further quality assessments on Goods to ensure that they comply with contractual requirements and shall if the quality of Goods is reassessed report to the Supplier accordingly. Matters resulting in a reassessment include (without limitation):

- (a) Goods not achieving agreed shelf life;
- (b) on packing or labelling there being a greater grade out of Goods than indicated in the initial assessment;
- (c) on ripening, the yield is lower than expected due to losses incurred or diseased fruit.

5.5 Within 24 hours of receipt or as soon as reasonably practical thereafter, the Customer shall send the Supplier a written quality report for each delivery received, and where subsequent assessments are made additional reports will be forwarded to the Supplier. The Customer reserves the right to recharge the Supplier for the cost of any external testing which may be required.

5.6 If, for whatever reason, the Goods are not delivered in whole or part at the agreed time or time periods, the Customer has the right to cancel the order without formal notice of default. This applies for both the Goods that were not delivered and for the Goods which were already delivered in accordance with these Terms and Conditions and the relevant Order(s), but which, in the Customer's judgement, can no longer be effectively used due to the untimely delivery of the full shipment. In the event of such a cancellation, the Customer has, without prejudice to the right to damages, the right:

- (a) to send back to the Supplier for his account and risk the Goods that were already delivered, in which case the Supplier shall immediately reimburse any payments already made by the Customer; and
- (b) to demand compensation from the Supplier for the extra costs associated with replacement purchases reasonably required by the Customer; and
- (c) if the Customer made one or more advance payments, to oblige the Supplier to immediately reimburse them to the Customer.

5.7 The Customer will continue to assess the quality of Goods during their life and advise the Supplier of any issues.

5.8 The Supplier shall advise the Customer as soon as is practically possible of any anticipated delay in delivery.

5.9 The Supplier shall accurately complete and return a load plan for every delivery to avoid incurring any rejections, charges, and/or invoice queries upon shipping the goods.

5.10 The Supplier shall ensure that any instructions to hauliers such as temperature settings are consistent with Customer requirements notified to the Supplier. Where Goods are being imported the Supplier must complete the appropriate load documentation with or before shipment to include any preferential duty documents.

5.11 From time to time the Customer may request expedited delivery including additional products and the Supplier will use best endeavours to meet any such request. The Customer shall pay the reasonable cost of any requested expedited delivery provided it has been notified of the cost prior to it being incurred.

5.12 Delivery shall only be accepted by the Customer if a pre-arranged booking slot has been made and delivery is made within that slot.

5.13 Deliveries shall be made in line with the Customer's pallet density requirements and the Customer reserves the right to recharge costs incurred for non-compliance as follows:

- (i) Pallet build too high / outside of our specifications - All costs associated with rectification prior to storage within the Customer's warehouse.
- (ii) Collapsed Pallets - All costs associated with rebuilding of the pallet prior to storage within the Customer's warehouse,

and any such costs shall be in addition to any liability of the Supplier for any rejected Goods and/or delay in delivery.

6. REMEDIES

6.1 If the Goods are not delivered on the Delivery Date or do not comply with clause 3 and whether or not the Customer has delivered the Goods or the Customer has acquired ownership of or accepted the Goods, then without prejudice to any other rights which it may have, the Customer may:

- (a) terminate the Contract in whole or in part;
- (b) reject defective Goods (in whole or part) and require the Supplier at the Supplier's sole risk and cost to collect such Goods and (in the case of perishable Goods) to destroy such Goods if not collected within two days of the Customer's notice to collect;
- (c) refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (d) recover from the Supplier any expenditure reasonably incurred by the Customer in obtaining goods in substitution from another supplier and/or in disposing of or in relation to the return of any rejected Goods; and
- (e) require the Supplier to replace any defective Goods or to provide a full refund of the price paid for the defective Goods; and
- (f) Claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to deliver the Goods on the Delivery Date.

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

7. RISK AND OWNERSHIP

7.1 Title in the Goods shall transfer to the Customer when the Goods are delivered to or collected by the Customer, or when the Customer pays for them whichever is the earlier.

7.2 Without prejudice to the obligations of the Supplier in relation to the quality of the Goods risk in the Goods will pass to the Customer when unloading is complete at the Delivery Point. The Customer shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery, or, in the case of latent defect in the Goods, until a reasonable time after the latent defect has become apparent. For the avoidance of doubt, payment for Goods shall not constitute acceptance.

7.3 If the delivery of Goods is delayed for whatever reason - except in the event of cancellation - title in the Goods shall pass to the Customer on the originally agreed date of delivery and as of that date the Supplier is obliged to separately store the relevant Goods and to clearly mark them as property of the Customer and to produce proof of ownership thereof to the Customer at the Customer's request. Nevertheless, the Goods shall remain at the Supplier's risk until they are delivered to the Customer.

8. REBATES, DISCOUNTS, PRICE AND PAYMENT

8.1 Any rebate against the value of all invoices relating to Goods supplied pursuant to Orders placed from time to time or which is otherwise agreed in writing by the Customer and the Supplier from time to time in writing shall (unless otherwise agreed in writing) be payable to the Customer by the Supplier on a quarterly basis at the end of March, June, September and December, or any other payment schedule agreed in writing between the parties. Any such rebate shall be subject to an annual reconciliation exercise to ensure that the correct amounts have been paid.

8.2 Any discount which is agreed in writing by the Customer and the Supplier from time to time in writing shall be applied to all invoices relating to Goods supplied pursuant to Orders, but only to the extent so agreed.

8.3 The price of the Goods (and the applicable currency) shall be as stated in the Order and are binding and unless otherwise agreed in writing by the Customer shall be exclusive of value added tax but inclusive of all other charges (including packaging, insurance, carriage, import or export duties or other taxes or levies and any other costs or expenses directly or indirectly incurred by the Supplier). All prices set out in the Order shall be the full and exclusive remuneration of the Supplier in respect of the supply of Goods or Services. No extra charges shall be effective unless agreed in writing and signed by the Customer.

8.4 No variation in the price of any Goods nor extra charges shall be accepted by the Customer.

8.5 The Supplier shall invoice the Customer for the price of Goods following delivery and acceptance of such Goods. Each such invoice shall quote the Supplier's VAT number and shall comply with the requirements of the Customer notified to the Supplier including referencing the applicable Order

number. Failure to do so will result in the payment being delayed until all required information has been supplied and verified. All invoices shall reflect any applicable discounts and/or rebates. The Supplier shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment.

8.6 Unless otherwise agreed in writing the Customer shall, in consideration of the supply of the relevant Goods and/or Services, pay correctly rendered invoices within 35 days of the relevant invoice being received or physical receipt of the Goods concerned (whichever is the later). Payment shall be made by electronic payment to the bank account nominated by the Supplier in writing such nomination to be on Supplier letterhead and signed by a director or other authorised signatory of the Supplier

8.7 Any communication of new or amended bank account details shall be made by the Supplier to the Customer at least 14 days prior to the date of payment to allow the Customer time to verify and update its systems. The Customer reserves the right to charge the Supplier any costs it incurs as a result of incorrect bank details being provided or late provision of bank details.

8.8 Without prejudice to any other right or remedy, the Customer reserves the right to set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these Conditions. Such amounts to be set off and deducted may include any applicable rebates or discounts and/or any costs and/or losses incurred as result of Supplier's non-compliance with an Order. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off.

9. CONFIDENTIALITY

9.1 Orders are confidential and shall not be made public by the Supplier for advertising or sales-promoting purposes.

9.2. The Supplier shall maintain the confidentiality of all data and knowledge relating to the business affairs, customers, clients or suppliers of the Customer ("**Confidential Information**") whether provided by the Customer or which became known to him in some way, and shall only use the Confidential Information for the purpose of complying with its obligations to the Customer (the "**Purpose**").

9.3. The Supplier shall only disclose to Confidential Information:

9.3.1. to its employees, officers, representatives, subcontractors or advisors ("**Representatives**") who need to know such information for the Purpose, and shall ensure that its Representatives to whom the Confidential Information is disclosed comply with the provisions of this clause 9. At the Customer's first request, the Supplier shall procure that all Representatives of the Supplier who are involved in the supply of Goods or Services to the Customer shall sign a non-disclosure agreement in favour of the Customer furnished by the Customer;

9.3.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority

9.4. In the event of non-fulfilment of an obligation resulting from this clause 9, the Supplier shall owe for each violation a compensation of £25,000, without prejudice to the Customer's right to compensation of the harm actually suffered by it.

9.5. Upon termination of the Contract, the Supplier and its Representatives shall return to the Customer all Confidential Information and all other materials and documentation that came into his possession relating to the Customer in relation to the supply of Goods and/or Services thereunder, at the Customer's reasonable request.

10. TERMINATION

10.1 The Customer may terminate the Contract in whole or part before delivery of the Goods by giving the Supplier written notice. In such circumstances the Customer shall pay to the Supplier fair and reasonable compensation for any Goods in transit at the time of termination but such compensation shall not include (and the Supplier shall not be entitled to any) loss of anticipated profits or any consequential loss and shall not exceed the price of the Goods concerned.

10.2 The Customer shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract with immediate effect if:

- (a) the Supplier commits a material breach of any of the terms and conditions of the Contract; or
- (b) or any distress, execution or other process is levied upon any of the assets of the Supplier; or the Supplier has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Supplier or notice of intention to appoint an administrator is given by the Supplier or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Supplier or for the granting of an administration order in respect of the Supplier, or any step is taken in another jurisdiction in connection with any analogous procedure in that jurisdiction; or
- (c) or the Supplier ceases or threatens to cease to carry on its business; or
- (d) The financial position of the Supplier deteriorates to such an extent that in the opinion of the Customer the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy; or
- (e) there is a Change of Control of the Supplier;
- (f) the Supplier repeatedly breaches any of term of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract.

10.3 Termination of the Contract, however arising, shall not affect the rights and duties of the parties accrued prior to termination.

10.4 Clauses which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

10.5 The Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

10.6 Any provision of these Conditions (as amended by the relevant Order) shall expressly or by implication be intended to come into or continue in force after termination of the Contract shall remain in full force and effect.

11. ASSIGNMENT

11.1 The Supplier shall not be entitled to assign or transfer any Contract or any part of thereof without the prior written consent of the Customer.

11.2 The Customer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under any Contract.

12. FORCE MAJEURE

12.1 In these Conditions an event of force majeure shall mean an event outside the parties' control including (without limitation) Acts of God, Acts of God, war, threat of war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, tempest, flood, epidemic, accident, acts or omissions on the part of any governmental or local authority or highways authority or public telecommunications, import or export regulations or embargoes, disruption of power supply, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce).

12.2 The Customer reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of Goods ordered if it is prevented from or delayed in the carrying on of its business due to any event of force majeure.

13. GENERAL

13.1 Each right or remedy of the Customer under the Contract is without prejudice to any other right or remedy of the Customer whether under the Contract or not.

13.2 If any provision of the Contract is found by any court or competent authority to be wholly or partly invalid or unenforceable the validity of the other provisions of the Contract and the remainder of such provision shall continue in full force and effect.

13.3 Failure or delay by the Customer in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

13.4 Any waiver by the Customer of any breach of, or any default under, any provision of the Contract by the Supplier shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

13.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

13.6 The Contract and any claim or dispute arising under or in connection with it shall be governed by the law of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to determine any claim or dispute arising under or in connection with the Contract.

13.7 No exceptions shall be made to these Conditions, unless with the express written approval of the Customer.

13.8 Neither party limits its liability (if any) to the other for: personal injury or death resulting from negligence; fraud; or any other matter for which it would be illegal to exclude or attempt to exclude its liability.

13.9 These Terms and Conditions and the relevant Order constitute the entire agreement between the parties and shall supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, in relation to the subject matter.

13.10 Nothing in any Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, or constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

13.11 In case a clause of these Conditions or any Order is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

13.12 In providing the Goods, the Supplier shall (and shall ensure that its employees, officers and agents shall):

13.12.1 comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Goods, including, but not exclusively, those relating to health and safety, hygiene and the environment and any policies or guidelines of the Customer made known to Supplier;

13.12.2. observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises.

13.13 The Supplier shall be responsible ensuring that its officers, employees and agents involved in the performance of the Services comply with the provisions of these Terms and Conditions and shall be directly liable to the Customer for any breach of these Conditions by any such person, as if that breach had been committed directly by the Supplier.

13.14 It is mutually agreed and declared that no relationship of employer and employee is created by any Contract and that accordingly each party shall remain responsible for all matters relating to remuneration of its employees and contractors, including any obligations to pay any taxes, national insurance contributions or any other applicable taxes, levies or charges ("**Charges**") and shall indemnify the other party against all claims and demands that may be made on such other party in relation to any Charges payable in respect of the first party's employees and contractors.

14. RIGHT TO AUDIT

14.1 The Customer or its representatives or agents shall have the right during normal working hours to inspect and/or audit the Supplier's premises, systems and records to verify the Supplier's compliance with its obligations under the Contract.

14.2 The Supplier shall cooperate with any such inspection or audit and provide reasonable access to its staff, systems and premises for the purpose of any inspection or audit.

15. INSURANCE

15.1 The Supplier shall during the period of the Contract and for a period of 12 months thereafter maintain in force public and product liability insurance with a reputable insurer for an amount of at least £5 million per event.

15.2 The Supplier shall if required by the Customer ensure that such insurance policies contain an "indemnity to principal" clause.

15.3 The Supplier shall in relation to the insurance policies referred to in clause 15.1 promptly on request provide to the Customer copies of insurance certificates giving details of the insurance cover and evidence that premiums have been paid up to date.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 All Intellectual Property Rights in any specification, designs, documents or other materials which the Customer provides to the Supplier shall be and remain the Customer's property.

16.2 All Intellectual Property Rights created or arising in anything that the Supplier develops or which is developed on the Supplier's behalf to meet its obligations under the Contract shall be the property of the Customer and if required by the Customer the Supplier shall execute an assignment or transfer of any such rights to the Customer on such terms as the Customer shall reasonably require.

17. PREVENTION OF THE FACILITATION OF TAX EVASION

17.1 You, the Supplier Group Companies, your Personnel and any Authorised Sub-Contractors shall:

- 17.1.1 Not engage in any activity, practice or conduct which would constitute either:
- (a) A UK tax evasion offence within the meaning of section 45(4) of the CFA 2017 ("UK Tax Evasion Offence");
 - (b) A foreign tax evasion offence within the meaning of section 46(5) of the CFA 2017 ("Foreign Tax Evasion Offence"); or
 - (c) A facilitation of UK Tax Evasion Offence within the meaning of section 45(5) of the CFA 2017; or
 - (d) Or facilitation of Foreign Tax Evasion Offence within the meaning of section 46(6) of the CFA 2017; or
 - (e) Failure to prevent a Facilitation Offence within the meaning of sections 45 or 46 of the CFA 2017.

17.1.2 Comply with our company's policies in relation to the criminal facilitation of tax evasion as set out within the Criminal Finances Act 2017;

17.1.3 Have and shall maintain in place such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including employees of the Supplier Group Companies, any Authorised Sub-Contractors and any Associated Persons as defined within the Criminal Finances Act 2017) and to ensure compliance with paragraph 1.1 of this Agreement;

17.2 A breach of this Code of Conduct shall be deemed a material breach of the Agreement.

17.3 For the purposes of this Code of Conduct, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with you, the Supplier Group Companies, any Authorised Sub-Contractors and any Associated Persons as defined within the Criminal Finances Act 2017.

18. COMMUNICATIONS AND ACCOUNT MANAGEMENT

18.1 All communications between the parties about the Contract shall be in writing addressed to the other party at its registered office or such other address as may at the relevant time have been notified pursuant to this provision.

18.2 The Supplier shall provide the Customer with contact details for the Supplier's key representatives (landline and mobile phone) and shall ensure that cover is provided for periods of absence including any holiday periods and unforeseen absences.

18.3 The Supplier shall respond to everyday operational issues from the Customer within a reasonable time and immediately to any query that the Customer expresses to be urgent.

18.4 All queries to the Customer shall be directed to the relevant correspondence address as below or as otherwise notified by the Customer to the Supplier in writing. All correspondence to any of the email addresses below must also include a copy to the Customer Buyer contact

Invoice submission:	invoices@mww.co.uk
Payment inquiries:	accounts.payable@mww.co.uk
Accounts Receivable:	Accounts.Receivable@mww.co.uk
Deliveries Inwards & Returns:	goodsinwards@mww.co.uk
Quality assessments and clarifications:	technical-Fruit@mww.co.uk technical-Salad@mww.co.uk technical-Veg@mww.co.uk
Commercial and all claims:	commercialFruitteam@mww.co.uk commercialVegteam@mww.co.uk commercialSaladTeam@mww.co.uk