

Whites Speedicook Limited (the “Company”)

Terms & Conditions of Purchase

1. Definitions

- “Authorised Personnel” means those individuals notified in writing to the Supplier from time to time as being authorised to issue Orders on the Company’s behalf.
- “Contract” means the contract between the Company and the Supplier for the supply of Goods and/or Services in accordance with these Terms and Conditions.
- “Delivery Date” means the date specified by the Company when the Goods are to be delivered or the Services are to be performed.
- “Delivery Note” means a delivery note in the form required by the Company and as notified to the Supplier by the Company from time to time.
- “Goods” means the articles which the Company agrees to buy from the Supplier.
- “Losses” means all liabilities, costs, expenses, damages, fines, penalties, charges, interest and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation, loss of goodwill and all interest, penalties and legal and other professional costs (calculated on a full indemnity basis).
- “Order” means the Company’s order for the supply of Goods and/or Services, as set out in the Company’s purchase order form.
- “Payment” means all sums due by the Company for the Goods and/or Services.
- “Price” means the price for the Goods and/or Services as set out in the Order.
- “Services” means any services described in the Contract and / or work carried out by the Supplier pursuant to any Contract.
- “Supplier” means any person, firm, company or other legal entity which supplies Goods and/or Services to the Company. This includes sub-contractors of any such person, firm, company or other legal entity.
- “Terms and Conditions” means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Company.

2. Applicability of Terms and Conditions

These Terms and Conditions are the only conditions that the Company is prepared to deal with the Supplier and they shall govern the Contract to the exclusion of any other terms. Any variation of these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Company. These Terms and Conditions will be construed in accordance with the laws of Northern Ireland. Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions or their subject matter or the formation of any Contract (including non-contractual disputes or claims).

3. The Order

The Supplier shall supply the Goods and/or Services specified in the Order. The Supplier shall only accept Orders issued to it by the Authorised Personnel. In no circumstances shall purchase orders issued by individuals other than the Authorised Personnel be construed as, or deemed to constitute, Orders. The Company may cancel an Order by notice to the Supplier any time prior to the Delivery Date. Should the Company do this, its only liability will be to reimburse any costs reasonably incurred and evidenced up until the date of the cancellation.

The Company has no liability to the Supplier where the cancellation results from the Suppliers failure to comply with its obligations under these Terms and Conditions. Each Order shall, and shall be deemed to be, issued subject to the terms and conditions of this Agreement and to the exclusion of any other terms that the Supplier howsoever seeks to impose or incorporate, or which are implied by trade, customs, practice or course of dealing.

4. The Price and Payment

The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Supplier's invoice. The Payment shall be made in full, subject to the Terms and Conditions herein, within 30 days of the end of the month in which the invoice is received, unless otherwise agreed in writing by the Company. The Company may withhold payment against any invoice if the Goods and/or Services have not been provided in line with the Contract. The Company will detail its reasons for doing so in writing. The Supplier may not suspend or reduce the supply of Goods or Services as a result of any overdue or disputed invoices. In respect of Goods and/or Services the Supplier shall invoice the Company on or after completion of delivery or performance as the case may be, to the reasonable satisfaction of the Company. Each invoice shall including supporting information as required to verify the accuracy of the invoice. For the avoidance of doubt, the Company shall only be liable for the price of the Goods. All other associated costs, including, but not limited to, packaging, insurance and carriage (including any import/export taxes and tariffs) of the Goods shall be borne by the Supplier. No extra charges over and above the Price shall be effective unless agreed in writing with the Company.

5. The Goods, Services and the Contract

All Goods delivered by the Supplier will be in line with the date, quantum and specification detailed in the Contract. In addition the Goods must be of satisfactory quality, fit for any purpose specified or reasonably inferred from the Contract and free from defects, foreign bodies and objectionable odours. Services shall comply with any specification detailed in the Contract and shall be carried out safely, conducted by sufficiently trained and experienced personnel conforming to all relevant industry standards and the Company’s policies / procedures. In performing the Services the Supplier shall at all times comply with the instructions of the Company. Both Goods and Services will conform to all statutory requirements and regulations including those related to health and safety. If the Supplier delivers less than 95% of the quantity of Goods ordered, the customer may reject the Goods and the Supplier shall make a pro rata adjustment to its invoice for the Goods. If the Supplier delivers more than 105% of the Goods ordered, the Company in its sole discretion can reject the Goods or the excess Goods. Goods rejected will be returnable at the Supplier’s expense. Without limiting or affecting other rights or remedies available to it, if the Goods and/or Services do not conform to any specification set out in the Contract, the Company may, at its discretion cancel the Order or be granted a reasonable discount.

6. Delivery of Goods

Delivery of Goods shall be made to the Company’s address in line with the details in the Contract. Each delivery of Goods will be accompanied by a Delivery Note. The Supplier shall ensure that the deliveries are marked and packaged appropriately as to ensure that they are readily identifiable and not easily damaged in offloading. The format of the delivery should be in line with the Company’s instructions. Goods and/or Services will be delivered and/or performed on the dates and at the times detailed in the Contract or as otherwise notified to the Supplier by the Company from time to time. Time is of the essence with regard to the delivery of the Goods or Services. The Company reserves the right to refuse deliveries which are early, incomplete, damaged or incorrect with no liability to the Company. Should the Goods include any hazardous substances, these must have prominent and suitable warnings compliant with the relevant laws and best industry practice. The Supplier shall indemnify the Company against any Losses incurred as a result of the Goods not being delivered in whole or in part, in line with the Contract. Without limiting or affecting other rights or remedies available to it, if the Supplier fails to deliver the Goods and/or perform the Services by the delivery date set out in the

Issue No: 2	Date 28/03/18
Document Reference: WSC TCP 1.02	Page 1 of 2

Whites Speedicook Limited (the “Company”) Terms & Conditions of Purchase

Contract, the Company may, at its discretion cancel the Order or be granted a reasonable discount.

7. Title and Risk

Title and risk in the Goods shall pass to the Company on completion of delivery. The passing of title in the Goods shall not prejudice the Company’s right to reject Goods which it later discovers do not conform with the terms of the Contract.

8. Returns

If any Goods supplied do not meet the requirements of the Contract, whether at the time of the delivery or subsequently (and irrespective of whether Goods have been accepted), the Company may recover damages from the Supplier for Losses and any additional expenditure incurred as a consequence. Should the Company return items it may either return them to the Supplier, or require the Supplier to have them collected at the Supplier’s risk and expense either from the delivery location or any location to which the Company has onward transferred them. In addition, should the Company have to source the Goods elsewhere, they will recover any additional cost in doing so, from the Supplier.

9. Cancellation

In addition to the provisions of clause 3. the Contract can be cancelled immediately by the Company in the event that the Supplier becomes bankrupt / insolvent, an administrator or receiver is appointed, or the Supplier enters into, or indicates its intention to enter into, a voluntary arrangement with its creditors.

10. Indemnity

The Supplier shall indemnify the Company and keep it fully indemnified against all Losses suffered or incurred by the Company arising out of or in connection with:

- (a) any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services;
- (b) any claim made against the Company by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods and/or Services as delivered; and
- (c) any claim made against the Company by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.

This clause 10 shall survive termination of any Contract.

11. Additional Terms

- (a) Failure to delay on the part of the Company in enforcing any provision of the Contract shall not be construed as a waiver of any of the Company’s rights under the Contract.
- (b) The Company shall not be liable for any delay, loss, expense or damage as a result of Force Majeure.
- (c) The Company reserves the right to change these Terms and Conditions at any time. The latest version will be displayed on the Company’s website.
- (d) The Supplier shall not be entitled to assign its rights under the Contract, or subcontract any of its obligations under the Contract without the prior written consent of the Company.
- (e) The Supplier represents, warrants and undertakes that it has complied with and shall continue to comply with the Data Protection Act 1998 including maintaining any relevant notifications. The Supplier indemnifies the Company against any Losses incurred as a result of a breach or failure of the Data Protection Act and all applicable privacy laws.
- (f) The Supplier represents, warrants and undertakes that it has complied with all applicable laws, statutes, regulations and codes in relation to anti-bribery and anti-corruption including, but not limited to the Anti Bribery Act 2010. The Supplier agrees to inform the Company of any request or demand for any advantage of any kind received by the Supplier in the performance of the Contract. The Supplier indemnifies the Company against any Losses incurred as a result of a breach or failure.
- (g) The Supplier represents, warrants and undertakes to comply with the Modern Slavery Act 2015 and all applicable laws, statutes, regulations and codes in relation to same and human trafficking. The Supplier further agrees that it will not benefit from services or goods from others who are not in compliance with the Modern Slavery Act 2015. The Supplier agrees that in addition to White’s Speedicook Ltd

termination rights elsewhere in these Terms and Conditions, the Company may immediately terminate the Contract in the event of any breach by the Supplier of any anti-slavery and anti-trafficking laws, statutes, regulations or codes. The Supplier will not be entitled to any compensation or further payments should this occur. Furthermore, the Supplier will indemnify the Company against any Losses that may arise as a result of such a breach.

(h) The Supplier will not disclose to any other party confidential information relating to the Company including, without limitation specifications of Goods and products, technical or economic information during the Contract and for five years thereafter.

(i) In respect of the Goods, the Supplier warrants that it has full, clear and unencumbered title to all items and that it has full and unrestricted rights to sell and transfer items to the Company.

(j) The Supplier will maintain adequate insurance with a reputable insurance company to cover the liabilities under this Contract or under statute for minimum £10,000,000 for any one occurrence with the number of occurrences to be unlimited. Neither party excludes or limits its liability in respect of personal injury, death or fraud or fraudulent misrepresentation.

(k) In the event of any disputes arising from a Contract, without prejudice to any rights either party may have, the parties will first seek to resolve the matter by negotiation.

(l) Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, 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.

(m) The Company hereby licences the Supplier the right to use its intellectual property rights (howsoever and wheresoever arising and whether registered or unregistered) in so far as necessary to perform the Services or supply the Goods but not further or otherwise. All goodwill arising from the use of the Company’s intellectual property rights shall accrue for the benefit of and vest in the Company absolutely. The Supplier shall at all times use the Company’s intellectual property rights in accordance with the Company’s instructions.

(n) The Company may at any time, without notice to the Supplier, set off any liability of the Supplier to the Company against any liability of the Company to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the Company of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

Issue No: 2	Date 28/03/18
Document Reference: WSC TCP 1.02	Page 2 of 2