

## General Terms and Conditions of Purchase

**GENERAL TERMS & CONDITIONS OF PURCHASE ("Conditions") of Allied Bakeries a trading division of ABF Grain Products Limited,** (company number 079590), registered office at Weston Centre, 10 Grosvenor Street, London W1K 4QY (**"the Buyer"**)

**Binding Purchase Order** means a Purchase Order which has been accepted or is deemed accepted by the Supplier;

**Buyer Affiliates** means Associated British Foods plc ("ABF") and any subsidiary of ABF, from time to time, and "subsidiary" shall have the meaning given in s.1159 of the Companies Act 2006;

**Buyer's Code of Practice** means the Buyer's policies and codes of conduct from time to time located at [https://www.abf.co.uk/documents/pdfs/policies/supplier\\_code\\_of\\_conduct.pdf](https://www.abf.co.uk/documents/pdfs/policies/supplier_code_of_conduct.pdf) or otherwise provided by Buyer;

**Delivery Point** means the unloading point at the address stated in the Purchase Order or such other address as is notified to the Supplier by the Buyer;

**Goods** means the goods to be supplied pursuant to a Purchase Order;

**Loss(es)** means all direct losses, damages, expenses, costs, claims, fines, proceedings, or demands;

**Purchase Order** means an individual official numbered purchase order placed by the Buyer for the supply of Goods or the performance of Services. At the Buyer's option (as formally communicated in writing by the Buyer), providing a PO number shall be deemed to amount to placing a Purchase Order;

**Supplier** means the company, partnership or person to whom the Purchase Order is addressed;

**Service Description** means the description of the Services contained or referred to in any Purchase Order (or otherwise supplied to the Supplier by the Buyer in writing prior to the date of the relevant Purchase Order, or as set out in any overarching supply agreement between the Buyer and the Seller relating to the Services);

**Services** means the services (if any) to be supplied pursuant to a Purchase Order;

**Specification** means the specifications, drawings, samples or other descriptions of the Goods contained or referred to in the corresponding Purchase Order (or otherwise supplied to the Supplier by the Buyer in writing prior to the date of the relevant Purchase Order, or as set out in any overarching supply agreement between the Buyer and the Seller relating to the Goods);

**Supplies** means the Goods and/or Services;

**VAT** means value added sales tax payable in the United Kingdom.

### 1. GENERAL

Use of any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.

### 2. INCORPORATION & VARIATION

2.1 These Conditions apply to each Binding Purchase Order to the exclusion of any other terms that Supplier seeks to impose or incorporate, or which are implied by trade custom, practice or course of dealing. A Purchase Order becomes a Binding Purchase Order which is binding on Supplier once accepted or deemed accepted by Supplier. Acceptance may be in writing or in accordance with the terms of an agreement between Buyer and Supplier in respect of the same. A Purchase Order which has not been rejected by the Supplier within five (5) days following submission will be deemed accepted. Commencement of performance of the Supplies shall also be deemed acceptance by Supplier of the relevant Purchase Order.

2.2 These Conditions may not be varied unless agreed by both parties in writing.

2.3 The Buyer shall be under no responsibility to accept delivery of, or pay for, Supplies for which there is no Binding Purchase Order. Deliveries of Supplies other than in accordance with a Binding Purchase Order may (at the Buyer's option) be returned to the Supplier at the Supplier's expense and risk.

### 3. QUALITY

3.1 The Supplier warrants, represents and undertakes that:

3.1.1 the Goods and Services shall comply with the relevant Specifications and Service Descriptions in all respects and the Supplier shall comply with (and ensure the Goods comply with as applicable) all statutory requirements and regulations relating to the manufacture, packaging, labelling, delivery and sale of the Goods and the performance of the Services in force as at the date of delivery of Goods to the Buyer and/or performance of Services (as applicable);

3.1.2 the Goods shall be free from defects in design, quality, material and workmanship, shall be free from faults, and shall be fit for any purpose held out by the Supplier or made known to the Supplier or for which they are commonly used;

3.1.3 in producing and providing the Supplies the Supplier shall comply with any industry standards and certifications and with the Buyer's Code of Practice; and

3.1.4 the Services will be provided using appropriately qualified, skilled and trained personnel, and with due care and diligence and to such high standard of quality as is reasonable for the Buyer to expect in all the circumstances, and shall be fully completed to the Buyer's reasonable satisfaction by no later than the date specified in the Service Description (or otherwise specified by the Buyer in writing prior to the date of the corresponding Purchase Order).

### 4. TERMINATION

4.1 Buyer may cancel a Purchase Order prior to its acceptance, without liability to Supplier. Following its acceptance or deemed acceptance the Buyer may cancel a Binding Purchase Order in respect of all or

part of the Supplies by giving notice to the Supplier at any time prior to completion of delivery or performance of the relevant Binding Purchase Order, in which event the Buyer's sole liability shall be to pay the Supplier the value for the work in progress relating to the cancelled Supplies, up to a maximum amount of the price for the cancelled Supplies. Supplier shall deliver to Buyer any relevant work in progress or, at Buyer's option, sell such work in progress and account to the Buyer for any proceeds of such sale.

### 5. INSURANCE

5.1 The Supplier shall at all times maintain in force as a minimum such insurance as it most recently disclosed to the Buyer prior to the date of the Binding Purchase Order and such insurance as is (i) required by law or (ii) is usual good industry practice to maintain by persons engaged in business of the kind carried on by the Supplier.

5.2 The Supplier will, on request, provide to the Buyer copies of certificates of insurance, together with satisfactory evidence of the payment of premiums, to demonstrate compliance with the above requirements.

### 6. PRICE

6.1 The price of the Supplies shall be as stated in the Binding Purchase Order, or as otherwise agreed in writing. Such prices shall be exclusive of any applicable VAT (which shall only be payable by the Buyer on receipt of a valid VAT invoice) and shall be inclusive of all charges for packaging, carriage, insurance, and delivery of the Supplies to the Delivery Point and inclusive of any duties, taxes or levies other than VAT.

### 7. PAYMENT

7.1 The Supplier shall invoice the Buyer in £Sterling (or such other currency specified in the Binding Purchase Order) after delivery of the Goods. Services shall be invoiced in arrears as detailed in the Binding Purchase Order or otherwise agreed in writing between the Supplier and the Buyer. Each invoice and packing list shall quote the Binding Purchase Order number, item number(s) and line item number(s). Invoices shall be sent to the "Bill To:" address shown on the relevant Binding Purchase Order(s).

7.2 The Buyer shall pay undisputed invoices sixty days from date of receipt of invoice or within such other period as detailed in the Binding Purchase Order. Interest shall apply at an annual rate of 2% above the base lending rate of Barclays Bank plc in respect of late payment of invoices which fall due for payment under this clause 6. Buyer may withhold payment of disputed invoices and shall notify Supplier of any such dispute.

7.3 Buyer shall not be obliged to pay any invoice which is received more than 6 months following delivery of the relevant Supplies.

7.4 Without prejudice to any other right or remedy, the Buyer may set off any amount owing at any time from the Supplier to the Buyer or any Buyer Affiliate against any amount payable by the Buyer to the Supplier in respect of Binding Purchase Orders or any other agreement.

### 8. DELIVERY / ACCEPTANCE/ PERFORMANCE

8.1 Unless agreed otherwise in writing delivery of Goods shall be made by the Supplier, DDP (Incoterms 2020), to the Delivery Point on the date (and, where applicable, within the delivery time window) set out in the Binding Purchase Order or as otherwise agreed in writing. Supplies delivered outside specified times remain at the Supplier's risk and may be refused by the Buyer.

8.2 An advice/delivery note quoting the Supplier's name, the Binding Purchase Order number, the Supplier's stock number(s) and any additional information or documentation agreed in writing must accompany each delivery or consignment of Goods and must be displayed prominently on each delivery or consignment. Any required Certificate of Analysis, manufacturer's batch number or other manufacturing records should not be attached to the advice/delivery note but should be sent to the Buyer's designated Quality Assurance team. The Supplier shall retain samples of each batch of Goods delivered to the Buyer and shall make a reasonable amount of such retained samples available to the Buyer upon request.

8.3 The Supplier must report immediately to the Buyer the occurrence of any event which is likely to affect delivery of the Supplies. Time is of the essence as to the delivery of the Supplies.

### 9. TITLE

Title in the Goods shall pass to the Buyer on delivery to the Delivery Point or, if earlier, on payment for the relevant Goods.

### 10. REMEDIES

Any remedy available to the Buyer is cumulative and is not in lieu of any other remedy. If any Supplies are not supplied in accordance with, or the Supplier fails to comply with, any of these Conditions or if any Binding Purchase Order is not or is only partially fulfilled by the due delivery date, the Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion and without liability to the Supplier (such remedies being without prejudice to any other remedies available at common law):

10.1.1 in the event of a non-trivial default by the Supplier, to cancel that Binding Purchase Order (and any other Binding Purchase Orders). Non-trivial default for these purposes shall include but is not limited to, any breach of the Buyer's Code of Practice, and any breach of clause 3, 8.1, or 11.5;

10.1.2 to reject the Supplies (in whole or in part) and (in respect of Goods) return them to (or make the same available for collection by) the Supplier at the risk and cost of the Supplier;

10.1.3 at the Buyer's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Supplies or to supply replacement Supplies and carry out

- any other necessary work to ensure that the Binding Purchase Order is fulfilled within a time limit specified by the Buyer;
- 10.1.4 to carry out at the Supplier's expense any work necessary to make the Supplies comply with these Conditions; and
- 10.1.5 to claim such Losses as may have been sustained in consequence of the Supplier's default.
- 10.2 If there is any matter which may cause a safety risk to consumers arising from the Supplies or may necessitate a recall or withdrawal of any Goods (or Buyer products which contain the Goods) (a "Product Safety Issue") the Supplier shall give advance notice to the Buyer as soon as possible of any action Buyer or Supplier is obliged to take and full details of the underlying issue. The Supplier shall indemnify, defend and hold harmless Buyer from all Losses incurred or suffered as a result of a Product Safety Issue.
- 11. **MISCELLANEOUS**
- 11.1 Any waiver by the Buyer of any breach or default by the Supplier shall only be effective if granted in writing, and if so granted shall not be deemed a waiver of any subsequent or other breach or default.
- 11.2 If any provision of these Conditions is held to be invalid or unenforceable it shall, to the extent of such invalidity or unenforceability be deemed severable and the remaining provisions, and the remainder of such provision, shall continue in full force and effect.
- 11.3 These Conditions will not be enforceable by any person other than the Buyer and the Supplier.
- 11.4 Any notice required or permitted to be given by either party to the other shall be in writing addressed to the other at its registered office or principal place of business. Notice (save for commencement of

- proceedings) may also be sent by email, to an approved e-mail address recipient (as notified by the recipient party in writing), provided that no failed delivery or out of office message is received.
- 11.5 Each party acknowledges that it may have access to, and become acquainted with, confidential information relating to the business or affairs of the other party. Each party specifically agrees that it will keep confidential, and will not use for any purpose other than the performance of (or the exercise of rights in respect of) the Binding Purchase Order and will not, subject to clause 11.6, without the prior written consent of the other disclose, directly or indirectly, to any third party, any confidential information of the other party.
- 11.6 Where the Supplier supplies the Buyer with confidential information the Supplier agrees that the Buyer may disclose such information to Buyer Affiliates, service providers and professional advisors under conditions of confidentiality.
- 11.7 Nothing prevents use or disclosure by either party of information which is already in the public domain (other than due to default of such party) or which such party acquires independently of the other party and without restriction on disclosure or use, or prevents disclosure to the extent required by law or regulation.
- 11.8 These Conditions, any other terms applicable in respect of a Binding Purchase Order and any dispute or claim arising out of or in connection with the same or their subject matter or formation, whether of a contractual or non-contractual nature, shall in all respects be governed by and construed in accordance with English law. The parties submit to the exclusive jurisdiction of the English courts. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to these Conditions or any Purchase Order placed.

FOR AND ON BEHALF OF

**Signed:** .....

**Name:** .....

**Job Title:** .....

**Company:** .....

**Dated:** .....