

STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. Definitions and Interpretation

1.1 In these Conditions the following words shall have the following meanings:

Business Day: a day other than a Saturday, Sunday or public holiday in England.

Change of Control: means, in relation to an undertaking, a change in the ability to direct the affairs of that undertaking, whether by virtue of ownership of shares, contract or otherwise;

Company: Hovis Limited, registered in England and Wales with company number 08846838 having its registered office at The Lord Rank Centre, Lincoln Road, High Wycombe, HP12 3QS.

Conditions: the terms and conditions set out in this document, together with any Special Terms.

Contract: the contract between the Company and the Supplier for the sale and purchase of the Goods and/or Services in accordance with these Conditions.

Deliverables: any outputs of the Services and any other documents, products and materials provided by the Supplier to the Company in relation to the Services.

Delivery Date: the date specified in the Order, or, if none is specified, within 28 days of the date of the Order.

Delivery Location: the address for delivery of Goods as set out in the Order.

Goods: the goods (or any part of them) set out in the Order.

Good Industry Practice: in relation to the provision of Services, the provision of such Services or the performance of such obligations using the degree of skill, care,

prudence, diligence, foresight, quality control and quality management using what the industry would regard as the best generally accepted processes, techniques and materials.

Intellectual Property Rights: without limitation any patents, rights to inventions, copyright, trade marks, rights in goodwill or to sue for passing off, unfair competition rights, rights in design, rights in computer software, typography rights, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, whether registered or unregistered and including all applications for such rights, in any part of the world.

Order: the Company's order for the Goods and/or Services, as set out in the Company's purchase order form.

Project Plan: the timetable for performing the Services, if any, set out or referred to in the Order or otherwise agreed in writing between the parties.

Services: the Services (or any part of them) set out in the Order.

Service Levels: the service levels for the Services, if any, set out or referred to in the Order or otherwise agreed in writing between the parties.

Special Terms: any amendments to these Conditions agreed between the parties and set out in the Order in accordance with condition 19.4.

Specification: any specification for the Goods and/or Services set out or referred to in the Order or otherwise agreed in writing between the parties.

Supplier: the person or firm from whom the Company purchases the Goods and/or Services as set out in the Order.

1.2 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.3 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 those terms; and

1.4 A reference to writing or **written excludes email.**

2. Basis of Contract

2.1 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.

2.2 The Order constitutes an offer by the Company to purchase the Goods and/or the Services in accordance with these Conditions. The Order and the Conditions, taken together, shall form the basis of the Contract.

2.3 The Order shall be deemed to be accepted on the earlier of:

- (a) the Supplier issuing a written acceptance of the Order; or
- (b) the Supplier doing any act consistent with fulfilling the Order,

at which point the Contract shall come into existence.

2.4 The Contract shall come into force on the date that the Contract comes into existence

in accordance with condition 2.3 and shall continue for the term specified in the Order or otherwise agreed in writing between the parties.

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

3. Quality of the Goods and/or Services

3.1 The Supplier warrants, represents and undertakes that the Goods shall:

(a) correspond with their description and any applicable Specification;

(b) be of the best available quality, material and workmanship and fit for any purpose held out by the Supplier or made known to the Supplier by the Company expressly or by implication, and in this respect the Company relies on the Supplier's skill and judgement;

(c) where they are manufactured products, be free from defects in design, material and workmanship; and

(d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods including as to food safety and/or, in relation to machinery, CE marking.

3.2 The Supplier warrants, represents and undertakes that the Services shall be:

(a) performed in accordance with the Contract, including the Specification and the Service Levels;

(b) performed with reasonable care and skill and in accordance with Good Industry Practice;

(c) in accordance with the timescales set out in the Project Plan, if any, and if there is no Project Plan, in a timely manner bearing in mind the nature of the Services and the Company's requirements;

(d) in compliance with all applicable statutory and regulatory requirements applicable to the Services;

(e) in accordance with all security, health and safety and other policies, rules and guidelines that apply at the Company's premises at which any Services are to be provided, copies of which shall be provided by the Company on request.

3.3 The Company's rights under these Conditions are in addition to the statutory conditions implied in favour of the Company by the Sales of Goods Act 1979 (as amended), the Supply of Goods and Service Act 1982 and any other applicable legislation from time to time.

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

3.5 The Supplier shall demonstrate, on demand, conformity of the Goods and/or Services to the requirements of condition 3.1 and/or condition 3.2 as appropriate.

3.6 At any time prior to delivery of the Goods and/or Services, the Company shall have the right to:

(a) inspect and test the Goods or the premises at which the Goods are manufactured, processed, packed or stored; and/or

(b) audit documentation relating to the Services or the premises at which Services are performed.

The Supplier shall remain fully responsible for the Goods and/or Services despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

3.7 If following such inspection or testing the Company considers that the Goods and/or Services do not conform or are unlikely to comply with the Supplier's undertakings at condition 3.1 and/or condition 3.2 (as applicable), the Company shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.8 The Company may conduct further inspections and tests after the Supplier has carried out its remedial actions.

3.9 If any of the Goods and/or Services fail to comply with the provisions set out in condition 3 (as applicable) the Company shall be entitled to avail itself of any one or more remedies listed in condition 5.

3.10 If the Goods being supplied are either raw materials or packaging materials, the Supplier warrants (i) that it is a registered member of the Supplier Ethical Data Exchange Organisation ("SEDEX") or (ii) that it will become a registered member of SEDEX within 3 months from the date it first supplies to the Company and the Supplier will maintain such membership on an on-going basis throughout the duration of the Contract. The Supplier further warrants that it will create the appropriate SEDEX link within the exchange to permit the Company access to the Supplier Ethical and Compliance Data.

4. Delivery and Time for Performance

4.1 Time for delivery of the Goods and/or performance of the Services shall be of the essence.

4.2 In relation to Goods, the Supplier shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (c) if the Supplier requires the Company to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the Supplier's cost.

4.3 The Supplier shall deliver the Goods carriage paid:

- (a) on the Delivery Date;
- (b) at the Delivery Location; and
- (c) during the Company's normal business hours, or as instructed by the Company.

4.4 The Company shall have the right to change its delivery instructions, including the Delivery Date and Delivery Location, at any time by giving reasonable written notice to the Supplier.

4.5 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location by the Supplier.

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

4.7 Signature on behalf of the Company on a delivery note or other document presented on delivery of the Goods is not evidence that the correct quantity or number of Goods have been delivered or that they otherwise meet the requirements of these Conditions or the Order. The Company shall not be deemed to have accepted the Goods until the Company has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

4.8 If the Supplier delivers more than the quantity of Goods ordered, the Company may at its discretion reject the Goods or the excess Goods and any rejected Goods shall be returnable at the Supplier's risk and expense.

5. Remedies

5.1 If any Goods and/or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract then, without limiting any of its other rights or remedies, the Company may exercise any one or more of the following remedies, whether or not any part of the Goods and/or Services have been accepted by the Company:

- (a) to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Supplier;

(b) to reject the Goods and/or Services (in whole or in part) and require a full refund from the Supplier of any sums paid in advance for the rejected Goods and/or for Services the Supplier has not provided and, in the case of Goods, return them to the Supplier at the Supplier's own risk and expense;

(c) to require the Supplier to repair or replace the defective Goods and/or Services, at the Supplier's expense;

(d) to refuse to accept any subsequent delivery of the Goods and/or Services which the Supplier attempts to make without any liability to the Supplier;

(e) to recover from the Supplier any costs reasonably incurred by the Company in obtaining substitute goods and/or services from a third party; and

(f) to claim damages for any other costs, losses or expenses incurred by the Company which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

5.2 These Conditions shall apply to any repaired or replacement Goods and/or Services supplied by the Supplier.

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

6. Title and risk

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

6.2 Title in respect of any Deliverables shall pass to the Company upon creation. Risk in relation to any Deliverables shall only pass to the Company once it has had sufficient opportunity to satisfy itself that the Deliverables and the underlying Services

have been delivered in accordance with the Contract.

7. Price

7.1 The price of the Goods and/or Services shall be the price set out in the Order.

7.2 The price of the Services shall include all expenses which may be incurred by the Supplier, including travel and subsistence expenses. If the Company agrees to reimburse expenses incurred by the Supplier, such reimbursement shall be limited to expenses reasonably and necessarily incurred by the Supplier's personnel in performing the Services, provided always that the Supplier shall obtain the Company's written approval before incurring any such expense.

7.3 The price of the Goods and/or Services excludes amounts in respect of value added tax (**VAT**), which the Company shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice.

7.4 No extra charges shall be effective unless agreed in writing with the Company.

8. Payment

8.1 In respect of Services, the Supplier may invoice the Company for the price plus VAT at the prevailing rate (if applicable) at the intervals specified in the Order or otherwise agreed in writing between the parties. If no intervals are specified or agreed, the Supplier shall be entitled to invoice the Company monthly in arrears.

8.2 In respect of Goods, the Supplier may invoice the Company for the price plus VAT at the prevailing rate (if applicable) within 14 days of delivery of the Goods.

8.3 All invoices must be submitted via email as a PDF or TIF file attachment to *invoiceprocessing@hovis.co.uk*. The Supplier shall ensure that the invoice includes the Company's purchase order number, a description of the Goods and/or Services, the date and location of delivery of the Goods and/or provision of the Services, the Supplier's name and VAT registration number and any supporting documents that the Company may reasonably require, which must be submitted in Excel format. The Supplier agrees to provide a paper copy of the invoice if requested to do so by the Company.

8.4 Subject to condition 8.5, the Company shall pay correctly rendered invoices within 75 days of the end of the month of receipt of the invoice to the bank account nominated in writing by the Supplier provided that:

- (a) if in the opinion of the Company any invoice is incorrect or does not comply with condition 8.3, the Company shall notify the Supplier and payment shall not be due to the Supplier unless and until a correct invoice has been submitted to the Company and then payment shall be due within 75 days of the end of the month of receipt of such corrected invoice. For the avoidance of doubt, any invoice submitted without the Company's purchase order number will be rejected;
- (b) if the payment due date of an invoice does not fall on a Business Day, payment shall become due on the Business Day following the due date.

8.5 The Company may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Company against any liability of the Company to the Supplier.

9. Insurance

The Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover any liabilities that may arise under or in connection with the Contract, and shall, on the Company's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

10. Company Materials and Intellectual Property Rights

10.1 The Supplier acknowledges that all materials, equipment, tools, moulds, jigs, plans, designs, drawings, Specifications, and data supplied by the Company to the Supplier ("**Company Materials**") and all rights in the Company Materials (including Intellectual Property Rights) are and shall remain (as between the parties) the exclusive property of the Company. The Supplier shall keep the Company Materials in safe custody at its own risk, maintain them in good condition until returned to the Company and not dispose or use the same other than in accordance with the Company's written instructions or authorisation.

10.2 Subject to the rights of the Supplier and/or any third party licensors in respect of any rights (including Intellectual Property Rights) in any pre-existing materials provided by the Supplier, the Company shall be entitled to all Intellectual Property Rights:

- (a) in any Goods manufactured specifically for the Company ("**Bespoke Goods**");
- (b) arising in any Deliverables provided as part of the Services,

which the Supplier shall, with full title guarantee, assign to the Company immediately upon request. The Supplier shall do all such things and sign all documents or instruments reasonably necessary to enable the Company to obtain, defend and enforce its rights in the Bespoke Goods and/or the Deliverables.

10.3 Upon the Company's request, and in any event upon expiry or termination of the Contract, the Supplier shall at its expense promptly deliver to the Company all copies of the Company Materials and any Deliverables then in the Supplier's custody, control or possession. If the Supplier fails to do so, the Company shall be entitled, upon reasonable notice and during normal business hours, to enter the Supplier's premises to repossess any such Company Materials or Deliverables.

10.4 The provisions of this condition 10 shall survive termination or expiry of the Contract.

11. Indemnity

11.1 The Supplier shall keep the Company indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by the Company as a result 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 supply, receipt or use of the Goods and/or Services, to the extent that the claim is attributable to the acts or omissions of the

Supplier, its employees, agents or subcontractors;

(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 Goods and/or the Services, to the extent that the defects in the Goods and/or the Services are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and

(c) any claim made against the Company by a third party arising out of or in connection with the supply of the Goods and/or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

11.2 This condition 11 shall survive termination of the Contract.

12. Confidentiality

12.1 A party (**receiving party**) shall keep in strict confidence all technical or commercial information, including, but not limited to, any information relating to the business, customers, know-how, products, services, specifications, inventions, processes or initiatives which are of a confidential nature ("**Confidential Information**") that is disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors. The receiving party shall only disclose such Confidential Information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this

condition as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's Confidential Information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

12.2 The Supplier shall not make any announcement or otherwise publicise the existence of or disclose to any person the terms of the Contract without the prior written consent of the Company.

12.3 Upon expiry or termination of the Contract, the Supplier shall at its expense promptly deliver to the Company, or at the Company's request permanently destroy, all copies of the Confidential Information then in the Supplier's custody, control or possession, subject to the Supplier retaining any Confidential Information of the Company which it has to keep to comply with applicable laws, in which case, the provisions of condition 12.1 will continue to apply.

12.4 This condition 12 shall survive termination of the Contract.

13. Anti-bribery compliance

13.1 The Supplier warrants and represents that it will:

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

(b) have and maintain its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;

- (c) comply with the Company's Ethical Trading and Anti-bribery Policies, as updated by the Company from time to time, a copy of which shall be provided by the Company on request;
 - (d) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract; and
 - (e) immediately notify the Company in writing if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier, and the Supplier warrants that it shall have no foreign public officials as officers, employees or direct or indirect owners at the time of acceptance of each Order pursuant to condition 2.3.
- 14. Anti-Slavery Compliance**
- 14.1 In this condition 14, the term 'Anti-Slavery Law' shall mean any and all statutes, statutory instruments, bye-laws, orders, directives, treaties, decrees and laws anywhere in the world which relate to anti-slavery or servitude, anti- forced or compulsory labour and/or anti-human trafficking, including but not limited to the Modern Slavery Act 2015.
- 14.2 The Supplier warrants and represents that it will not engage in any practice that amounts to:
- (a) slavery or servitude (each as construed in accordance with Article 4 of the Convention for the Protection of Human Rights and Fundamental Freedoms of 4 November 1950 (as amended));
 - (b) forced or compulsory labour (as defined by the International Labour Organisation's Forced Labour Convention 1930 (No. 29) and Protocol);
- (c) human trafficking;
 - (d) arranging or facilitating the travel of another person with a view to that person being exploited.
- 14.3 The Supplier will, and will procure that its offices, employees, agents, sub-contractors and any other persons who perform services for or on behalf of it in connection with this Contract will:
- (a) fully comply with all applicable Anti-Slavery Law and the Company's Human Rights Policy (a copy of which is available on the Company's website, www.hovis.co.uk);
 - (b) not do or omit to do any act or thing which constitutes or may constitute an offence under Anti-Slavery Law;
 - (c) not knowingly engage in any practices which constitute or may constitute an offence under any Anti-Slavery Law and knowingly employ, appoint or contract with any person who has been convicted of or prosecuted in any jurisdiction in relation to an offence or alleged offence under any Anti-Slavery Law;
 - (d) not commit any act or omission which causes or could cause the Company to breach, or commit an offence, under any Anti-Slavery Law;
 - (e) on request, provide all information that the Company requires you to provide in order to enable the Company to prepare its annual 'Slavery and Human Trafficking Statement' as required pursuant to section 54 of the Modern Slavery Act 2015; and
 - (f) promptly notify the Company of any breach of this condition 14.
- 15. Anti-facilitation of tax evasion**
- 15.1 The Supplier shall:
- (a) not engage in any activity, practice or conduct which would constitute either:
 - (i) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
 - (ii) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;
 - (b) have and shall maintain in place throughout the term of this agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Supplier) and to ensure compliance with condition 15.1(a);
 - (c) promptly report to the Company any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of the Contract;
 - (d) on request, certify to the Company in writing signed by an officer of the Supplier, compliance with this condition 15.1 by the Supplier and all persons associated with it under condition 15.2. The Supplier shall provide such supporting evidence of compliance as the Company may reasonably request.
- 15.2 The Supplier shall ensure that any person associated with the Supplier who is performing Services and/or providing Goods in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this condition 15 (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Company for any breach by such persons of any of the Relevant Terms.

15.3 Breach of this condition 15 shall be deemed a material breach pursuant to clause 17.2(a).

15.4 For the purposes of condition 15.1(b), 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 the Supplier includes, but is not limited to, any subcontractor of the Supplier.

16. Data protection

16.1 In this condition 16, the following terms shall have the following meanings:

Company Personal Data means all Personal Data which is owned, controlled or processed by the Company and which is provided by or on behalf of the Company to the Supplier or which comes into the possession of the Supplier as a result of or in connection with the supply of the Goods and/or Services;

Controller, Processor, Data Subject, Personal Data and Processing shall bear the respective meanings given to them in the Data Protection Act 2018 or the General Data Protection Regulation (EU) 2016/678 (as applicable) (in each case as may be amended, updated, replaced or superseded from time to time) (and Process and Processes shall be construed accordingly);

Data Protection Laws means all applicable data protection and privacy legislation in force from time to time in the UK, including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Electronic Communications Data Protection Directive (2002/58/EC) (as updated by Directive 2009/136/EC); the Privacy and Electronic

Communications (EC Directive) Regulations 2003 (SI 2426/2003), and any laws that replace or amend any of these, together with the equivalent legislation of any other applicable jurisdiction and all other applicable law, regulations, guidance and codes of conduct in any relevant jurisdiction relating to the use and processing of personal data and privacy (including, without limitation, the privacy of electronic communications);

16.2 The Supplier represents, warrants and undertakes that it has complied and shall continue to comply with Data Protection Laws. The Supplier shall not, by its acts or omissions, cause the Company to breach Data Protection Laws.

16.3 To the extent that the Supplier or any Supplier personnel Processes any Company Personal Data it shall:

(a) other than where required to do so by law, process it solely for the purpose of complying with its obligations under this Contract and only in accordance with the Company's documented instructions from time to time;

(b) ensure that appropriate technical and organisational measures shall be taken to ensure a level of security of Company Personal Data appropriate to the risk (including measures taken against unauthorised or unlawful Processing of Company Personal Data and the accidental loss or destruction of, or damage to, such data) and promptly provide to the Company details of those measures from time to time on receipt of Company's written notice;

(c) ensure that access to Company Personal Data is limited to such Supplier personnel who need access to it to provide the Goods and/or Services and that all such Supplier personnel are obliged to keep the Company Personal Data confidential;

(d) not transfer, or otherwise directly or indirectly disclose, any Company Personal Data to a third party or transfer any Company Personal Data to a country or territory outside the European Economic Area without the prior written consent of the Company which may be refused or granted subject to such conditions as the Company deems necessary to ensure compliance with Data Protection Laws;

(e) assist the Company in responding to any notice or request from a Data Subject and in ensuring compliance with its obligations under Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators. For the avoidance of doubt, in no event shall the Supplier respond directly to any notice, request or communication relating to any Company Personal Data;

(f) notify the Company immediately upon becoming aware of a Personal Data breach (by emailing hovissd@uk.cdw.com) and provide the Company with such information and assistance as the Company may require in relation to such breach (at no cost to the Company);

(g) at the written request of the Company, delete or return the Company Personal Data, and any copies thereof, to the Company on termination of this Contract, unless required by applicable law to store the Personal Data; and

(h) maintain complete and accurate records and information to demonstrate its compliance with this Condition and allow for audits by the Company or the Company's authorised representative upon reasonable prior written notice.

16.4 The parties also acknowledge that, in relation to certain Processing of the Company Personal Data, the Supplier may

also be a Controller and the Supplier agrees, in relation to Company Personal Data for which it is a Controller, to comply with its obligations under Data Protection Laws.

16.5 The Company does not consent to the Supplier appointing any third party processor of Company Personal Data under this Contract without the Company's prior written consent. If the Company consents to the appointment of any third party processor, the Supplier shall ensure that, prior to any processing taking place, terms equivalent to this condition are included in a written contact between the Supplier and any sub-processor. The Supplier shall remain liable to the Company for any failure of any sub-processor to comply with such equivalent data protection obligations.

16.6 The Supplier shall indemnify and keep indemnified the Company against all costs, claims, losses, damages, fines and expenses (including legal expenses) suffered or incurred by the Company arising out of or in connection with any breach of this condition by the Supplier, its sub-processors (if any) and/or its personnel.

17. Termination

17.1 The Company may terminate the Contract (in whole or in part) at any time before delivery of the Goods and/or completion of the Services with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Company shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods and/or Services at the time of termination, but such compensation shall not include

loss of anticipated profits or any consequential loss.

17.2 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Supplier if:

(a) the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;

(b) the Supplier takes any step or action in connection with it entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with his creditors, having a receiver appointed to any of his assets, or ceasing to carry on business or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(d) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

(e) the Supplier's financial position deteriorates to such an extent that in the Company's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;

(f) there is a Change of Control of the Supplier.

17.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued prior to the termination.

17.4 Conditions that expressly or by implication survive termination of the Contract shall continue in full force and effect.

18. Force majeure

The Company reserves the right to defer the date of payment or to cancel the Contract or reduce the volume of the Goods and/or Services ordered without incurring any liability to the Supplier if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's work force), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

19. General

19.1 Assignment and other dealings

(a) The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

(b) The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.

19.2 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Company. If the Company consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

19.3 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.4 **Variation**

(a) The Company may from time to time vary these Conditions and shall provide you with reasonable notice of any such variation. No such variations shall have retrospective effect.

(b) Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Company.

19.5 **Waiver.** Except as set out in condition 2.4, no failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19.6 **Severance.** If any provision or part-provision of the Contract 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 condition shall not affect the validity and enforceability of the rest of the Contract.

19.7 **Notices.**

(a) Any notice given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this condition, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, or commercial courier.

(b) A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in condition 19.7(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

(c) This condition does not apply to the service of any proceedings or other documents in any legal action, or other method of dispute resolution.

19.8 **Third party rights.** Each member of the Hovis Group may rely upon and enforce these Conditions subject to and in accordance with the provisions of the Contracts (rights of Third Parties) Act 1999

(the "Act"). Except as provided for in this condition 19.8(or insofar as these Conditions expressly state that a third party may in his own right enforce a term of these Conditions), a person who is not a party to the Contract has no right under the Act to rely upon or enforce any terms of these Conditions. The rights of the parties to rescind the Contract or vary the Conditions are not subject to the consent of any other person.

19.9 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales.

19.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Supplier Signature	
Name of Signatory	
For and on behalf of	
Date	