

Standard Terms and Conditions of Purchase (Services)

1. Definitions In these Conditions:

"Affiliate" means, in relation to a party to the Contract, any person or entity controlling, controlled by or under common control with such party, for the time being;

"Award Confirmation" means confirmation of the award of a contract for the supply of Goods following a tender signed by the Supplier;

"Company" means **Robert McBride Ltd** (registered in the UK, company no. 220175) or if different the Affiliate shown on the Purchase Order ;

"Company Policy" means the Company's Business Ethics Policy and the Company's Supplier Code of Conduct from time to time and such other corporate and/or ethical policies as the Company may from time to time notify to the Supplier;

"Conditions" means these Standard Terms and Conditions of Purchase (Services).

"Contract" means the contract between the Company and the Supplier comprising the Conditions, the Purchase Order and, if the Services will be supplied consequent upon a successful tender, the Award Confirmation;

"Services" means the services described in the conditions and/or Contract;

"Insolvency Event" means, in relation to a party, one or more of the following events:

(a) any steps are taken to enter into an arrangement or composition for the benefit of the party's creditors or it (or a nominee) convenes a meeting of creditors such steps to include without limitation steps pursuant to Part 26A of the Companies Act 2006;

(b) any steps are taken to appoint a liquidator, administrator, receiver or manager to a party or over any of a party's assets or undertaking such steps to include without limitation steps taken to obtain a moratorium under Part A1 of the Insolvency Act 1986;

(c) circumstances arise which entitle the Court or a creditor to appoint a receiver or manager of any of a party's assets or undertaking or to make a winding up order in respect of a party;

(d) it suffers any distress or execution to be levied on any of its assets or becomes unable to pay its debts as and when they become due; or

(e) analogous proceedings or events to those specified in (a) to (d) above are instituted or occur in the jurisdiction to which that party is subject;

"Intellectual Property Rights" means patents, trade marks, copyright, designs , database rights, confidential information, know how, business methods, data and trade secrets and all other intellectual property rights (whether registered or not), in each case subsisting or pending at any time in any part of the world;

"Purchase Order" means the written order placed by the Company for the supply of Services on the Company's official order form or otherwise;

"Supplier" means the person, firm or company with whom the Purchase Order is placed.

2. General

2.1 Each purchase order constitutes an offer on the part of the Company which is conditional upon the acceptance by the Supplier of these Conditions. Acceptance of the offer must either be in writing or email by the Supplier or by actual execution of the order contained in the Purchase Order. Any supply of Services by the Supplier shall be proof of the Supplier's acceptance of the Conditions without reservation. Until such acceptance is communicated to and received by the Company the offer may be revoked either verbally or in writing and on such revocation no liability shall attach to the Company.

2.2 No verbal agreement and/or contract by the Company shall be binding on the Company. These Conditions form an integral part of all Contracts between the Supplier and the Company effective from the version date below. These Conditions shall apply if and to the extent that no other terms have been explicitly agreed in writing between the Company and the Supplier and signed on their behalf by the Company's and Supplier's authorised representatives and dated. The terms of business of the Supplier shall only apply if the Company has explicitly accepted them in writing signed and dated by a duly authorised representative of the Company. Therefore, any reference in correspondence to the Supplier's terms of business shall not constitute the Company's acceptance of the applicability to the Contract of the Supplier's terms of business. The Supplier's terms of business shall also not apply if the Company should accept any Services in the knowledge that the Supplier has purported to deliver them on its own terms of business.

2.3 The Contract contains the entire understanding between the Company and the Supplier and supersedes all previous agreements in respect of the subject matter of the Purchase Order and/or the Contract and/or these terms and conditions. Any concession made or latitude allowed by the Company to the Supplier shall not affect the strict rights of the Company under the Contract.

2.4 If any provision of the Contract is held to be illegal, invalid or unenforceable (in whole or in part) the parties intend that the legality, validity and enforceability of the remainder of the Contract shall not be affected. No variation to the Contract shall be binding unless expressly agreed in writing by an authorised signatory of the Company.

3. Method of Invoicing

All invoices, advice notes, labels and other communication relating to the Services must be clearly set out and addressed to the Company The Company cannot guarantee that administrative delays will not occur if the invoices are not so set out.

4. Service Levels

4.1 All Services provided shall be subject to the Company's approval and must meet the requirements agreed.

4.2 The Supplier warrants that it has all the necessary permissions, licences and authorities from third parties that it requires to supply the Services.

4.3 The Supplier warrants it will observe, and ensure that the Supplier personnel observe all health and safety rules and regulations and any other applicable requirements that apply at any of the Company's premises and ensure that the Supplier personnel is properly trained and equipped and use reasonable skill and care in the performance of the Services. The Supplier warrants to keep the Company fully informed of all activities concerning the Services and provide the Company with activity reports on request.

4.4 The Supplier shall when requested by the Company provide drawings and technical data to the Company for approval and/or record purposes. Any such approval shall not imply that the Company has checked or is responsible for the accuracy of any drawings or technical data other than its own.

4.5 Any person authorised by the Company shall be entitled, subject to reasonable notice, to inspect and/or audit the Services at any reasonable time at the Supplier's works or at the works of any sub contractor or agent of the Supplier, but in no case shall such inspection relieve the Supplier of any liabilities hereunder.

4.6 In the event that the Services are unable to be provided for more than 5 days, or if Services provided fall short of the service levels agreed, the Company may recover from the Supplier any additional expenditure reasonably incurred by the Company in obtaining replacement Services from an alternative supplier until such time as normal service resumes or the Contract is terminated, whichever is soonest. For the avoidance of doubt, any acceptance of any reduced service levels by the Company shall not relieve the Supplier of its obligations and liabilities hereunder and shall be without prejudice to any other rights and remedies the Company may have hereunder. All such rights are without prejudice to the Company's right to claim such damages as may have been incurred as a result of or in connection with the Supplier's breach or breaches of the Contract or to terminate the Contract in whole or in part immediately upon giving written notice to the Supplier.

4.7 The Supplier shall give all notices legally required and pay all fees legally payable in connection with the Services.

4.8 Except where specified to the contrary the Supplier shall provide all labour, tools, plant, equipment and materials for the proper and workmanlike performance of the Contract. All materials shall be of appropriate quality.

4.9 The Supplier shall be liable for all loss or damage to the Company's premises and/or property including any materials either brought on site by the Supplier or obtained by the Company including, but without limitation, theft, damage by the elements and fire and shall unless the Company otherwise directs in writing promptly make good all such loss and/or damage to the Company's satisfaction.

5. Representations

5.1 Any representations made concerning the Contract by or on behalf of the Supplier shall be incorporated in the contract as warranties.

5.2 The Supplier warrants it is the provider of the Services.

5.3 The Supplier shall provide the Services as fully independent from the Company and acknowledge that nothing under this Contract creates the transfer of the Supplier and its employees to the Company.

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

5.5 The Supplier confirms it is acting on its own behalf and not for the benefit of any other person.

6. Indemnity

6.1 The Supplier shall indemnify the Company and keep the Company fully and effectively indemnified and hold the Company harmless from and against all actions, suits, claims, demands, direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), liabilities, costs, charges, damage, losses and expenses including legal and other professional fees and expenses (including without limitation relating to public professional liability) suffered or incurred by the Company and/or for which it may be liable to any third party due to, arising from or in connection with:

(a) the negligent or wilful acts or omissions of the Supplier, or its agents, or sub-contractors in supplying the Services;

(b) the direct or indirect breach of any provision of the Contract by the Supplier or its agents, employees, officers, subsidiaries, associated companies, contractors or sub-contractors;

(c) any actual infringement or alleged infringement anywhere in the world of any Intellectual Property Rights and/or any misuse or alleged misuse of any confidential information.

6.2 The Supplier shall, at its sole expense until the complete fulfilment of the Service in accordance with this Contract, insure the outcome against all risks to their full replacement value.

6.3 The Supplier shall take out and at all times maintain adequate insurance with a reputable insurer having regard to its obligations and liabilities under the Contract and will on demand produce to the Company satisfactory evidence that such insurance is in force. The Supplier shall do nothing to invalidate any of the policies maintained in force in accordance with this Condition

6.4 Unless otherwise specified in writing by the Company, the following minimum levels of insurance shall be maintained:

(a) professional indemnity insurance cover to the value of £10,000,000 (ten million) for the Services per occurrence and unlimited in respect of the number of occurrences covered by such insurance during any one insurance period;

(b) public liability insurance including cover for bodily injury and property damage arising in connection with the Contract, including as a result of the acts or omissions of the Supplier or its agents, employees, Affiliates, contractors or sub-contractors for an insured amount of not less than £10,000,000 (ten million) per occurrence and unlimited in respect of the number of occurrences covered by such insurance during any one insurance period;

(c) employer's liability insurance as required by relevant law, including cover for legal liability to make payment in respect of death, personal injury and/or disability of employees and with limits of at least £10,000,000 (ten million) per occurrence and unlimited in respect of the number of occurrences covered by such insurance during any one insurance period; or

(d) insurance cover comparable to the types of insurance specified in (a) to (c) above, which are recognised by insurance companies situated in the jurisdiction in which the Supplier is located as being so comparable and which are also acceptable to the Company's insurance providers.

6.5 When on the Company's premises the Supplier has the obligation to, and shall before any of the work required for the provision of the Services commences, obtain, and subsequently comply with the Company's health, safety and other regulations and shall at all times avoid hindrance to the activities of the Company and to the work of other contractors employed by the Company.

6.6 When on the Company's premises the Supplier shall carry out such work in conformity with such laws, regulations, bye-laws and requirements of local, central and other authorities as apply to the site and if it appears that the specifications or the drawings infringe any such laws, regulations, bye-laws and requirements the Supplier shall immediately inform the Company.

7. Price

7.1 The Price of the Services shall be set out in the Purchase Order or in a Contract. The Price is fixed for the duration of the Contract.

7.2 No variation in the Price nor extra charges can be made (whether on account of increased material, labor or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of the Company. Any unilateral change of the Price by Supplier, even partial, may therefore cause the partial or total cancellation of the corresponding Purchase Order as the Company considers appropriate without charge or penalty.

7.3 Where the Services are subject to Value Added Tax or other equivalent duties the amount legally demandable shall be shown separately and the Supplier shall produce bona fide evidence of the amount paid or to be paid by it in respect thereof.

7.4 The Company reserves the right to deduct from any monies due to the Supplier any monies due from the Supplier to the Company in respect of Services supplied or work done by the Company.

8. Limitations of Liability

8.1 Neither party limits or excludes its liability:

(a) in respect of any deceit, theft, fraud or fraudulent misrepresentation by it or its employees, agents, contractors and sub-contractors;

(b) for death or personal injury caused by its negligence;

(c) for any matter in respect of which an indemnity has been provided; or

(d) to the extent such limitation or exclusion is not permitted by law.

8.2 Subject to condition 8.1 and 8.3, the maximum aggregate liability of the Company to the Supplier shall be limited to the invoiced and agreed price for the Services under the term of the Contract.

8.3 Subject to condition 8.1, the Company shall not be liable to the Supplier for any indirect, special, punitive or consequential loss or damage including any indirect loss

of business or profits, in each case whether arising from negligence, breach of contract or otherwise, even if such loss or damage was foreseeable.

8.4 The Supplier acknowledges that the Supplier's liability to the Company in relation to any claim relating to the Services shall not be limited or excluded by virtue of the fact that the Supplier may not have directly supplied the Services. It is the Supplier's obligation alone to ensure that the Services supplied to the Company comply with the Contract.

9. Termination

9.1 The Company may terminate the Contract by notice in writing with immediate effect without compensation to the Supplier in any of the following events:

(a) the Supplier commits a breach of the Contract which is not capable of remedy or persistently repeats a remedial breach or, if capable of remedy, the breach is not remedied within 30 days of a notice from the Company requiring it to be remedied;

(b) the Supplier is affected by an Insolvency Event or

(c) the Supplier fails to comply with any Mandatory Company Policy (copies available upon request).

9.2 The Supplier shall be entitled to terminate the Contract with immediate effect on giving written notice to the Company where the Company is affected by an Insolvency Event.

9.3 Termination of the Contract shall not affect any accrued rights or liabilities of either party or the coming into force or continuation in force of any Conditions which are expressly or by implication intended to come into force or continue in force on or after termination.

10. Force Majeure

10.1 A Party will not be liable to the other for any delay or failure in performance to the extent that it is caused by circumstances beyond its reasonable control, such as, fire; explosion; flood; earthquake; storm; act of God; sabotage or vandalism; labour and/or trade disputes, industrial actions, strikes or lockouts, provided in each case that the effects could not have been mitigated or avoided by reasonable contingency planning (each, a 'force majeure event'). For the avoidance of doubt, in respect of the Supplier, the following will not constitute a force majeure event: shortages of, or delays in obtaining, feedstocks, raw materials or finished products, equipment, labour, transportation, or storage; or non-performance by suppliers or subcontractors of the Supplier; or an event directly related to the United Kingdom ceasing to be a member of the European Union (Brexit); or an event directly related to COVID-19.

10.2 The affected party shall within 14 days of the start of the force majeure event, provide written notice to the other and such notice shall include: The date upon which the force majeure event began, its likely or potential duration and the effect it will have on the affected party's ability to perform any of its obligations under the agreement; and the affected party shall use all reasonable endeavours to mitigate the effect of the force majeure event on the performance of its obligations.

10.3 Further, if Supplier at any time decides that its product supply is insufficient to meet the actual or forecasted needs of the Company, its divisions and subsidiaries, and its customers (whether under contract or not) ('the Shortage'), subject to the written agreement of the Company, the Supplier may allocate its reduced supply in a fair and reasonable manner and the Supplier agrees to reimburse the Company for its genuine direct and/or consequential losses incurred as a result of the Shortage for example, charges made to the Company by its Customers for delayed delivery and costs associated with sourcing alternative supply.

10.4 If the force majeure event and/or the Shortage results in a period of delay or non-performance for 4 weeks or more, the Company may terminate this agreement by giving written notice to the Supplier.

11. Payment

11.1 Payment for the Services shall be made only on submission of an accurate invoice including relevant purchase order reference and in accordance with the Company's payment terms or as otherwise agreed in writing by an authorised signatory of the Company.

11.2 If the Company disputes any sums set out in an invoice then it will notify the Supplier in writing before the due date for payment and will pay any amounts set out in that invoice to the extent they are not disputed. The Company and the Supplier shall meet within 14 days of receipt of a written notice from the Company under this Condition to attempt to resolve the dispute.

11.3 Payment of the price is without prejudice to any claims or rights which the Company may have against the Supplier. The Company reserves the right to set off any amount owed by it against any amounts owed to it from the Supplier and to withhold any payments to the extent that Services have not been supplied to the Company's reasonable satisfaction.

11.4 The Company assumes no payment obligations in addition to those contained in this condition 11.

11.5 Where sums due are not paid in full by the due date, the Company shall pay on the sum overdue interest on a daily basis until the payment is made in full at the rate

of 2% per cent per annum above the base rate of the Bank of England from time to time. The Supplier acknowledges this is a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

12. Intellectual Property

12.1 All Intellectual Property Rights belonging to a party prior to the placement of the first Purchase Order under the Contract shall remain vested in that party. Save as expressly provided for in these Conditions, neither party will be entitled to any right or licence to any of the other party's Intellectual Property Rights.

12.2 The Company grants to the Supplier a non-exclusive royalty free revocable licence to use the Company's Intellectual Property Rights to the extent required and solely for the purpose of providing the Services to the Company. Such licence shall not include the right to sub-license and shall automatically terminate on the termination or expiry of the Contract, or if earlier, upon receipt of written notice from the Company.

12.3 Where the Services are designed, created or otherwise developed by the Supplier for the Company pursuant to the Contract, all Intellectual Property Rights in or relating to the Services shall belong to the Company absolutely. The Supplier hereby assigns the Intellectual Property Rights in any such Services to the Company with the intent that upon the making or creation of the Services the Intellectual Property Rights shall automatically vest in the Company. The Supplier shall at the Company's request (and notwithstanding the termination of the Contract) do and procure all such acts as the Company may reasonably require:

(a) to vest the legal title in, apply for, obtain and maintain in force in the Company's sole name (unless it otherwise directs) those Intellectual Property Rights;

(b) to bring any proceedings for infringement of any of those Intellectual Property Rights.

12.4 With regards to any of the Services that do not fall within Condition 12.3, the Supplier grants to the Company, its agents and contractors, a worldwide, royalty-free, non-exclusive, revocable licence (including the right to grant sub-licences) to use:

(a) any and all Intellectual Property Rights in the Services; and

(b) any other Intellectual Property Rights,

to the extent necessary to enable the full benefit of ownership of the Services.

12.5 The Supplier warrants that the use of the Services by the Company will not infringe any third party's Intellectual Property Rights.

13. Assignment

The Supplier shall not without the written consent of the Company assign or sub-contract the Contract or any significant part thereof. Any such permitted sub-contracting shall not in any way relieve the Supplier from any of its obligations under the terms of the Contract.

14. Secrecy

The Supplier shall treat the Order/Contract and all designs, drawings, specifications and information supplied herewith as confidential and shall not disclose the same to any third party without the Company's written consent.

15. Data Privacy

15.1. The Supplier shall (i) ensure that it, its employees, agents and permitted sub-contractors shall observe the requirements of the General Data Protection Regulation (Regulation (EU) 2016/679) as it forms part of the laws of England and Wales (by virtue of the European Union (Withdrawal) Act 2018) ('UK GDPR'), the General Data Protection Regulation (EU) 2016/679 ('EU GDPR'), the Data Protection Act 2018 and any other data protection law and/or regulations in force from time to time; (ii) not do or permit to be done, anything which may cause, or otherwise result in, a breach by the Company of the same; (iii) use adequate organisational and technical measures to protect all personal data from and against any unauthorised or unlawful processing and against any loss or damage; (iv) process personal data solely for the purpose of performing obligations under the Contract or as otherwise instructed in writing by the Company; and (v) not transfer any personal data out of the UK or the European Economic Area without the Company's prior written consent and subject to any additional restrictions reasonably set by the Company.

15.2. The Supplier shall to the extent permitted by law, upon the termination of the Contract, securely erase or destroy all records or documents containing personal data and shall notify the Company in writing that such erasing and/or destruction has taken place. The Supplier shall fully indemnify the Company against any third party claims resulting from unlawful processing and/or loss and/or unlawful destruction of personal data by the Supplier and/or on its behalf or instruction; or through deviation from the Company's instructions.

16. Publicity

The Supplier shall not be entitled to make any announcement or issue any press release or publicity material relating to the subject matter of the Contract without the prior written consent of the Company.

17. Notices

Any notices given hereunder may be served personally or left at the last known place of business of the other party or may be sent by post, electronic mail or comparable means of communication. In the case of notice sent by post, notice shall be deemed to have been received in the course of the post. In the case of notices sent by electronic mail or comparable means of communication, notice shall be deemed to have been received upon successful transmission. All notices addressed to the Company must be marked for the attention of the Chief Legal Officer & Company Secretary.

18. Ethical Business Conduct

18.1 The Supplier warrants that its employment, environmental and health and safety practices are in compliance with industry standards, in addition to applicable laws. In addition, the Supplier acknowledges that Company has adopted a "Supplier Code of Conduct" governing, among other things, its relationships with suppliers (a copy of which can be found on Company's website at <https://www.mcbride.co.uk/about-us/corporate-policies/policies/>). The Supplier agrees to conduct itself in its dealings with Company in a manner that is consistent and facilitates compliance with Company's Code.

18.2 The Supplier warrants to the Company that, to the best of its knowledge, neither it nor any of its directors, employees, agents, representatives, contractors or sub-contractors has not committed any offence, and it ensures that they shall not, in the future, commit any offence, under the Bribery Act 2010 or any legislation or common law anywhere in the world creating offences in respect of bribery or fraudulent or corrupt acts, including money laundering and tax evasion. The Supplier warrants to have in place adequate procedures designed to prevent such offences.

18.3 The Supplier further warrants to the Company that it is not entering into this Contract with any knowledge that any money has been, or will be, paid to any person working for or engaged by the Company or that an agreement has been made to that effect, unless details of any such arrangement have been disclosed in writing to the Company before the date of this Contract.

18.4 The Supplier undertakes, warrants and represents that (a) neither the Supplier nor any of its officers, employees, agents or subcontractors has committed an offence under the Modern Slavery Act 2015 (an MSA Offence); or has been notified that it is subject to an investigation re-lating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; (b) it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; (c) it has implemented due diligence procedures to ensure compliance with the Modern Slavery Act 2015 and the Modern Slavery policy in its business and supply chain, and those of its officers, employees, agents or subcontractors, which will be made available to the Customer on request at any time throughout the Contract;

18.5 The Supplier shall immediately notify the Company as soon as it becomes aware of a breach or possible breach by the Supplier of any of the requirements in this condition. If the Supplier (including any of its directors, employees, agents, representatives, contractors or sub-contractors, in all cases whether or not acting with the Supplier's knowledge) breaches this condition 18, the Company is entitled to immediately terminate this Contract by written notice.

19. Third Party Rights

19.1 Except as set out in condition 19.2, a person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

19.2 Each and every obligation of the Supplier under the Contract is owed to the Company and each Affiliate of the Company who may enforce the terms of the Contract under the Contracts (Rights of Third Parties Act 1999) and references to Company in the context of the Supplier's obligations shall be construed accordingly.

19.3 The parties may rescind or vary the Contract (and any documents entered into pursuant to or in connection with it) without the consent of any other person.

20. Law Applicable and Jurisdiction

The terms and conditions of the Contract and any dispute or claim whatsoever (including non-contractual disputes or claims) arising out of or in connection with the Contract shall be subject to and interpreted and construed in accordance with English Law including English conflicts of law and the English Courts shall have exclusive jurisdiction in any dispute which may arise, save that the Company may institute and maintain proceedings in respect of the Contract in any country.