

GENERAL TERMS AND CONDITIONS OF PURCHASE OF ALLIED BAKERIES, a division of ABF Grain Products Limited (“the Company”)

1. DEFINITIONS

In these terms and conditions

Company means Allied Bakeries, a division of ABF Grain Products Limited registered in England and Wales (79590), whose registered office is at Weston Centre, 10 Grosvenor Street, London W1K 4QY.

Contract means the individual contract entered into by the Company and the Seller for the Sale and Purchase of the Supplies on these terms and conditions, the Special Conditions (if any), any other standard trade terms the parties agree apply and the Purchase Order. In the event of conflict between these terms and conditions, the Special Conditions (or the trade terms) and the Purchase Order, the order of priority will be (i) the Special Conditions, (ii) these terms and conditions, (iii) the Purchase Order and (iv) any other standard trade terms.

Delivery Point means the address stated in the Purchase Order or such other address as is notified to the Seller by the Company.

Intellectual Property Rights means patents, rights to inventions, trademarks, rights in confidential information (including know how and trade secrets) copyright, design rights (and all similar or related rights existing anywhere in the world, whether registered or not and including any applications for the same) in materials, equipment, tools, dies, moulds, drawings, specifications, data and software.

Loss(es) means all direct, indirect or consequential liability, all losses, damages, expenses, costs, claims, proceedings, or demands including legal and other professional expenses.

Purchase Order means the individual official numbered purchase order placed by the Company on these terms and conditions and any Special Conditions, or multiple purchase orders placed by the Company in relation to a specific agreement.

Seller means the company, partnership or person selling the Supplies.

Supplies means all articles, materials, goods, work or services specified in the Purchase Order or as may be amended from time to time.

Special Conditions means the terms and conditions (if any) attached or referred to in these terms and conditions including without limitation the Site Regulations Handbook provided to the Supplier.

Site Regulations Handbook means the Company’s policies, procedures and regulations for safe working at the Company’s site(s).

2. GENERAL

- 2.1 These terms and conditions are the only terms and conditions upon which the Company is prepared to deal with the Seller and they shall govern the Contract to the entire exclusion of all other terms or conditions, including the terms and conditions of the Seller, whether express or implied (other than those imposed by law and/or any prior representations made by the Company to the Seller which are incorporated herein by reference).
- 2.2 Each Purchase Order for Supplies by the Company from the Seller shall be deemed to be an offer by the Company to purchase Supplies subject to these terms and conditions. All orders placed on a Purchase Order by the Company shall, where Purchase Orders for the same or similar Supplies have been placed by the Company with the Seller in the past, be deemed to have been accepted by the Seller unless (where the Seller has not already agreed to provide future Supplies) the Seller sends written notification to the Company within five days of the date of the Purchase Order. No Purchase Order shall bind the Company unless and until it bears a Purchase Order number.
- 2.3 No terms or conditions endorsed upon, delivered with or contained in the Seller's quotation, acknowledgement or acceptance of order, specification or similar document will form part of the Contract and the Seller waives any right which it otherwise might have to rely on such terms and conditions.
- 2.4 The Company may provide forecasts of its likely requirements of Supplies ("Forecasts") for one or more months following the month in which the Forecast is placed. While the Company shall endeavour to provide accurate Forecasts, it shall not be bound by any Forecasts and any Purchase Order may vary from the Forecast to which it relates. The Seller agrees to accept future Purchase Orders pursuant to Forecasts placed (whether or not changed by the Company).
- 2.5 The Company shall be under no responsibility to accept delivery of Supplies for which a Purchase Order has not been properly provided by the Company. Deliveries of Supplies other than in accordance with a Purchase Order may (at the Company's option) be returned to the Seller at the Seller's expense and risk.
- 2.6 In the event of any conflict between the terms of these terms and conditions and the Special Conditions, the latter shall prevail.

3. VARIATION

These terms and conditions apply to all of the Company's purchases and any variation to these terms and conditions shall have no effect unless expressly agreed in writing and signed by a duly authorised signatory of the Company. No action on the part of the Company, whether by accepting the Supplies or

otherwise, shall be construed as an acceptance of any other terms and conditions.

4. SPECIFICATION, DESCRIPTION, SAMPLE AND INTELLECTUAL PROPERTY RIGHTS

4.1 The Supplies will be in conformity with the specifications, drawings, samples or other descriptions of the Supplies contained or referred to in this Purchase Order or otherwise supplied to the Seller by the Company in writing. Any Intellectual Property Rights in any work commissioned by the Company or developed by the Seller to complete an order or used by the Seller specifically in the manufacture of the Supplies (together, "Company Property") shall be the exclusive property of the Company. The Seller shall not use or disclose any such specification, description or sample or any such Intellectual Property Rights except to the extent necessary to fulfil its obligations under the Contract.

4.2 The Seller shall keep all Company Property in safe custody at its own risk insured for its full replacement value against all risks and maintained and kept in good condition by the Seller until returned to the Company and shall not dispose of any of it other than in accordance with the Company's written instructions, nor shall such items be used otherwise than as authorised by the Company in writing.

4.3 The Seller shall do all such acts and execute all such documents as the Company may require to assign to it all Intellectual Property Rights described in Condition 4.1 above.

5. QUALITY

5.1 The Supplies shall be of the best available design quality, material and workmanship, without fault and conform in all respects with the Purchase Order and specification and/or patterns or samples supplied or advised by the Company to the Seller.

5.2 The Company's rights under these terms and conditions are in addition to the statutory conditions implied in favour of the Company by the Sale of Goods Act 1979.

5.3 At any time prior to or promptly following delivery of the Supplies to the Company, the Company shall have the right to inspect and test the Supplies. If the Company believes that the Supplies do not conform or are unlikely to conform with the Purchase Order or to any specifications and/or patterns or samples supplied or advised by the Company to the Seller, the Company shall inform the Seller and the Seller shall immediately take such action as is necessary to ensure conformity and in addition the Company shall have the right to require and witness further testing and inspection.

5.4 Notwithstanding any such inspection or testing, the Seller shall remain fully responsible for the Supplies and any such inspection or testing shall not diminish or otherwise affect the Seller's obligations under the Contract.

5.5 If any of the Supplies fail to comply with the provisions set out in condition 5.1 the Company shall be entitled to avail itself of any one or more remedies listed in condition 14 and all such rights and remedies shall be available on a cumulative basis.

6. WARRANTY

The Seller warrants to the Company that (i) any Supplies performed by the Seller will be provided or performed by or using appropriately qualified and trained personnel, provided or performed with due care and diligence and to such high standard of quality as is reasonable for the Company to expect in all the circumstances; (ii) the Supplies shall be fit for any purpose held out by the Seller or made known to the Seller or for which they are commonly used; (iii) the Supplies shall be of the best available design and durability, of the best quality, material and workmanship, be without fault (whether in design, material and/or workmanship) and conform in all respects with the Purchase Order and specification and/or patterns or samples supplied or advised by the Company to the Seller; and (iv) the Seller shall comply with all statutory requirements and regulations relating to the sale of the Supplies and the services performed. The Seller further warrants that it shall comply with the Company's Ethical Trading Policy as provided to the Supplier from time to time.

7. TERMINATION

7.1 The Company may cancel a Purchase Order in respect of all or part only of the Supplies by giving notice to the Seller at any time prior to delivery or performance, in which event the Company's sole liability shall be to pay the Seller the value for the work in progress relating to the supply of such Supplies, up to a maximum amount of the price for the Supplies in respect of which the Company has exercised the right of cancellation, less any amount obtained by the Seller for selling on such Supplies or work in progress (it being deemed for these purposes that any sales of Supplies made by the Seller to a third party shall be treated as first sold from Supplies, or work in progress, cancelled by the Company).

7.2 The Company may terminate the Contract immediately by notice to the Seller and without liability to the Seller if at any time:-

- (i) the Seller commits a material breach of any of any of the terms and conditions of the Contract; or
- (ii) the Seller makes a voluntary arrangement with its creditors or becomes the subject of an administration arrangement order or goes

into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

- (iii) the Seller has a receiver or manager, administrator or administrative receiver appointed of any of its property or assets; or
- (iv) a resolution is passed or a petition presented to any court for the winding-up of the Seller or for the granting of an administration order in respect of the Seller, or any proceedings are commenced relating to the insolvency or possible insolvency of the Seller; or
- (v) the Seller ceases or threatens to cease to carry on business; or
- (vi) the financial position of the Seller deteriorates to such an extent that in the opinion of the Company the capability of the Seller adequately to fulfil its obligations under the Contract has been placed in jeopardy; or
- (vii) the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly; or
- (viii) there is a change in control of the Company or the Seller. For the purpose of this condition, "control" means the ability to direct the affairs of another whether by voting or contractual rights or otherwise and whether directly or indirectly; or
- (ix) the Seller sells or otherwise disposes of goods which bear trademarks or other intellectual property belonging to or licensed to the Company; or
- (x) the Seller is in breach of its obligations herein and where such breach is capable of remedy, has not been remedied within 15 days of the Company notifying the Seller of such breach.

7.3 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the Company accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

8. **INDEMNITY AND INSURANCE**

8.1 The Seller shall indemnify and keep indemnified the Company, its agents, employees, officers, subsidiaries, associated companies and assigns in full against all Losses in respect of (i) defective workmanship, quality or material breach; (ii) any infringements of Intellectual Property Rights arising out of the purchase, sale or use of any Supplies except to the extent that any such claim arises from strict compliance by the Seller with a specification or design supplied by the Company (iii) any claim made against the Company



in respect of any Loss sustained by the Company's employees or agents or by any customer or third party to the extent that such Loss was caused by, relates to or arises from the Supplies; (iv) any liability under the Consumer Protection Act 1987 in respect of the Supplies; and (v) any act or omission of the Seller, its employees, agents or subcontractors in supplying, delivering and installing the Supplies and the performance of any services which form part of the Supplies or any other services, save in so far as such Losses arise directly from the Company's negligence.

- 8.2 The Seller shall effect and maintain insurance with a substantial and reputable insurance company to cover its liabilities under this contract or under statute for at least £5 million in respect of any one occurrence, the number of occurrences being unlimited. The Seller will, on request, produce evidence of any relevant policies to meet these obligations.
- 8.3 Neither party excludes or limits its liability for personal injury, death or for fraud or fraudulent misrepresentation.

9. PRICE

- 9.1 The price of the Supplies shall be as stated in the Purchase Order (or Special Conditions as the case may be) and shall be ~~be~~ exclusive of any applicable value added tax (which shall only be payable by the Company on receipt of a valid VAT Invoice); and inclusive of all charges for packaging, carriage, insurance and delivery of the Supplies to the Delivery Point and any duties, taxes or levies other than Value Added Tax.
- 9.2 The Company shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.
- 9.3 If the Seller operates in a Eurozone country (as constituted at the date of this Contract), or specifies payment to be made in Euros, then the Company may satisfy its obligations as to payment by means of payment in Sterling (or, if the parties mutually agree, in US dollars) into a UK bank account (denominated in Sterling or US Dollars as the case may be) in the name of the Seller or its nominated payee, **only** if (i) the Seller's country of residence exits the Eurozone and any foreign exchange controls are implemented which prohibits the Company from satisfying its obligations in Euros; or (ii) the Euro as a currency ceases to exist.
- 9.4 If the provisions of clause 9.3 are triggered and the Company makes payment to the Seller in Sterling (or US dollars, as the case may be) to a UK bank account, the applicable conversion rate shall be the Euro to Sterling (or Euro to US dollar, as the case may be) exchange rate at close of business on the business day before the events set out in clauses 9.3(i) and 9.3(ii) occurred, as published in the Financial Times.

10. PAYMENT

- 10.1 The Seller shall invoice the Company at the address set out on the front of the Purchase Order after delivery of the Supplies and each invoice and packing list shall quote the Purchase Order number, item number(s) and line item number(s).
- 10.2 The Company shall, except in the event of a dispute and subject to receipt of the necessary invoice, process payment for the Supplies 60 days following receipt of invoice or by such other time as may be agreed between the parties.
- 10.3 Without prejudice to any other right or remedy, the Company reserves the right to set off any amount owing at any time from the Seller to the Company or any other subsidiary (as defined in section 1159 of the Companies Act 2006) of Associated British Foods plc against any amount payable by the Company to the Seller under the Contract.

11. DELIVERY / ACCEPTANCE/ PERFORMANCE

- 11.1 Delivery shall be made by the Seller, carriage paid, on the date set out in the Purchase Order to the Delivery Point. The Company accepts no responsibility for Supplies delivered outside specified times and unless otherwise stipulated by the Company in the Purchase Order, deliveries shall only be accepted by the Company in normal business hours.
- 11.2 An advice/delivery note quoting the Seller's name and the Purchase Order number: (and Seller's stock number) and any additional information in the Special Conditions must accompany each delivery or consignment of Supplies and must be displayed prominently on each delivery or consignment. Where the Special Conditions requires a Certificate of Analysis, manufacturer's batch number or other manufacturing records, for traceability, these should not be attached to the advice/delivery note but should be sent to the Company's Quality Assurance team.
- 11.3 Unless agreed in writing the Company shall not be obliged to return any packaging or packaging materials. If the Supplies are to be delivered in instalments the Contract must, unless otherwise agreed by the Company in writing, be treated as a single Contract and not severable.
- 11.4 Without prejudice to any liability the Seller may have, the Seller must report immediately to the Company the occurrence of any event either within or beyond its control which is likely to affect delivery of the Supplies.
- 11.5 Time is of the essence as to the delivery of the Supplies.

12. TITLE

On proper delivery of the Supplies to the Delivery Point, all risk, property and title in the Supplies shall pass to the Company without prejudice to any right of rejection. Where payment has been made before delivery, property in the Supplies shall, on payment by the Company, vest immediately in the Company. Risk shall pass to the Company when the Supplies are properly delivered to the Delivery Point (or ancillary services are properly performed).

13. FORCE MAJEURE

The Company reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Supplies ordered if: (i) it is prevented from or delayed or hindered in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, terrorism or the threat of terrorism 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 workforce), unexpected cost increases or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials; or (ii) the amendment or coming into force of any legal provision adversely affecting the Company in relation to the performance of the Agreement including any Economic Sanctions Law as defined below.

14. REMEDIES

Any remedy available to the Company is cumulative and is not in lieu of any other remedy. Without prejudice to any other right or remedy which the Company may have, if any Supplies are not supplied in accordance with, or the Seller fails to comply with, any of the terms of this Contract or if any Purchase Order is not or is only partially fulfilled by the agreed delivery date, the Company shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Supplies have been accepted by the Company:

- 14.1 to accept the Supplies;
- 14.2 to rescind the Contract or to cancel that Purchase Order in respect of those Supplies that have not been delivered on time;
- 14.3 to reject the Supplies (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that the price for the Supplies shall be apportioned accordingly, and a full refund for the Supplies so returned shall be paid forthwith by the Seller;
- 14.4 at the Company's option to give the Seller the opportunity at the Seller'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 terms of the Contract are fulfilled within a time limit specified by the Company;

- 14.5 to refuse to accept any further deliveries of the Supplies but without any liability being owed to the Seller;
- 14.6 to carry out at the Seller's expense any work necessary to make the Supplies comply with the Contract; and
- 14.7 to claim such damages as may have been sustained in consequence of the Seller's breaches of the Contract.
- 14.8 to attend the Seller's premises to inspect and/ or uplift goods and materials.

15. ASSIGNMENT AND SUBCONTRACTING

The Company may assign the Contract or sub-contract the whole or any part thereof to any person, firm or company. The Seller shall not assign or transfer the whole or any part of the Contract or subcontract the production or supply of any Supplies to be delivered under this Contract without the prior written consent of the Company, but where the Seller does sub-contract its obligations under the Contract, with or without consent of the Company, the Seller shall retain liability for such production or supply as if the Seller had produced or supplied the Supplies. The Company shall be entitled to assign, transfer or sub-contract any of its rights or obligations under these terms and conditions.

16. MISCELLANEOUS

- 16.1 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Seller shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 16.2 The Contract may only be varied by the written agreement of both parties (and in the case of the Company) must be signed by a director on the Company's behalf.
- 16.3 If any provision of the Contract is held to be unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 16.4 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 16.5 Any notice required or permitted to be given by either party to the other under this Contract shall be in writing addressed to the other at its registered office or principal place of business.

- 16.6 Any notice hereunder shall be deemed to have been duly given if delivered personally or sent by prepaid first class post (airmail if to an address outside the United Kingdom) fax to the party concerned at the address referred to in condition 16.5. In the absence of evidence of earlier receipt, any such notice shall be deemed to have been given:
- (a) if left personally, when left at the address referred to in condition 16.5;
 - (b) if sent by pre-paid first-class post two days after posting;
 - (c) if sent by air mail, six days after posting;
 - (d) if sent by fax, when clearly and legibly received in full.
- 16.7 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 and, in respect of the Seller, Intellectual Property Rights in Company Property (together, “Confidential Information”). Subject to the usual common law exclusions, each party specifically agrees that it will keep confidential, and will not use for any purpose other than the performance of this Agreement, and will not without the prior written consent of the other disclose, directly or indirectly, to any third party, any Confidential Information.
- 16.8 Where the Seller supplies the Company with Confidential Information the Seller agrees that the Company may disclose such information to a third party under conditions of confidentiality.
- 16.9 Nothing in these Conditions shall create or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties and no employee of one party shall be deemed to be or become an employee of the other party.
- 16.10 The Seller shall not use the Company’s name for the purpose of advertisement or publicity without the Company’s consent.
- 16.11 In the event of any disputes arising out of or in relation to this Contract, without prejudice to any rights either party may have (including but not limited to the right to obtain injunctive relief and any right of the Company if it reasonably believes that the Seller has repudiated the Contract or is in material breach), either party may request that the parties attempt to settle it first by negotiation. If the parties have not settled such dispute within 21 days of the commencement of negotiations the parties will attempt to settle it by referring the matter to their respective general manager (or other relevant senior manager as may be agreed by the parties) who will attempt to resolve such dispute.

17. **ETHICAL TRADING, ANTI-BRIBERY AND SANCTIONS COMPLIANCE**

17.1 In accordance with the Company's commitment to sustainable and ethical business practices the Seller warrants and represents that in connection with any matter arising under or pursuant to any Contract it shall (i) protect its workers' rights, including by ensuring: safe and hygienic working conditions, freedom of association, living wages are paid, working hours are not excessive, no discrimination is practised, no harsh or inhumane treatment is allowed and no child labour is used; (ii) ensure environmental management programmes are in place (iii) (without prejudice to Condition 17.1) not offer, promise, give or receive any improper financial payment and/or other improper advantage to or from any person, customer or supplier; and (iv) not make or offer, directly or indirectly, any payment, gift or other advantage to a public official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business.

17.2 In addition, the Seller shall:

- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (all of the aforesaid being "Relevant Requirements");
- (b) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
- (c) on request by the Company certify to the Company in writing signed by an officer of the Seller, compliance with this Condition 17.2 by the Seller and all persons associated with it. The Seller shall provide such supporting evidence of compliance as the Company may reasonably request; and
- (d) warrants that neither it nor, to its knowledge, its officers, employees, nor any person involved by or for it in the performance of any Contract, is a Sanctioned Person; and
- (e) shall comply with Economic Sanctions Law in all respects related to the performance of this Contract and shall not have any dealings or transactions with any Sanctioned Person if such dealings or transactions would cause the Company to be in violation, or to be subject to a risk of punitive measures being imposed pursuant to, any Economic Sanctions Law.

17.3 For the purposes of this Agreement:

“Sanctioned Person” means any person, organisation or vessel:

- (i) designated on the United Nations Consolidated Lists, the Consolidated List of Financial Sanctions Targets maintained by the UK HM Treasury, the Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, the US Government's Denied Persons List, Entities List, Debarred Parties List and Terrorism Exclusion List or an any list of targeted persons issued under the Economic Sanctions Law of any other country (including the European Union);
- (ii) that is, or is part of, a government of a Sanctioned Territory;
- (iii) owned or controlled, directly or indirectly, by, or acting on behalf of, any of the foregoing; or
- (iv) incorporated within, located within or operating from a Sanctioned Territory and subject to any Economic Sanctions Law; or
- (v) otherwise targeted under any Economic Sanctions Law.

“Economic Sanctions Law” means any laws, regulations, or other binding measures of the European Union, any EU member state, the United Nations, the United States of America or any other jurisdiction applicable to the Parties which relates to economic or trade sanctions, export controls, non-proliferation, anti-terrorism or similar restrictions.

“Sanctioned Territory” means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Law from time to time, including without limitation Iran, Myanmar, Sudan, Syria, North Korea and Russia/Ukraine.

18. **GOVERNING LAW**

The contract and any dispute or claim arising out of or in connection with it, or its 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 and the parties irrevocably submit to the exclusive jurisdiction of the English courts, including (without limitation) in respect of any application for injunctive or ancillary relief.

I agree to comply with the terms of the Allied Bakeries General Terms and Conditions of Purchase.

Signed

Date

For and and behalf of -----