

SYSCO TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS (NOT FOR RESALE) AND SERVICES

1. General

These conditions set out the terms and conditions under which the Supplier agrees to provide Sysco with Goods (not for resale) and/or Services. If the Supplier is providing Goods intended for resale by Sysco, please refer Sysco Terms and Conditions for the Supply of Goods for Resale

2. Definitions and interpretation

The following definitions and rules of interpretation apply in these Conditions.

2.1 Definitions:

Business Day: a day other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Commencement Date: has the meaning given in clause 3.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 22.9.

Contract: the contract between Sysco and the Supplier for the supply of Goods or Services or Goods and Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be interpreted accordingly.

Sysco Materials: has the meaning set out in clause 6.3(i).

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors, and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Delivery Location: has the meaning given in clause 5.2(b).

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

Goods Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by Sysco and the Supplier.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use,

and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Mandatory Policies: the following Sysco's business policies: (a) Supplier Code of Conduct available at <https://sysco.com/Suppliers/Supplier-Partnerships/Supplier-Resources.html> (or available on request); (b) and any such other mandatory policies of Sysco notified to the Supplier from time to time.

Order: Sysco's order for the supply of Goods and/or Services, as set out in Sysco's purchase order form, or in Sysco's written acceptance of the Supplier's quotation, as the case may be.

Services: the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

Service Specification: the description or specification for Services agreed in writing by Sysco and the Supplier.

Supplier: the person or firm from whom Sysco purchases the Goods and/or Services.

Sysco: Brake Bros Limited or the Group Company and/or trading name stated in the Order, as the case may be.

2.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (a) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (c) A reference to **writing** or **written** excludes fax but not email.

3. Basis of contract

3.1 The Order constitutes an offer by Sysco to purchase Goods or Services or Goods and Services from the Supplier in accordance with these Conditions.

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

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

at which point and on which date the Contract shall come into existence (**Commencement Date**).

3.3 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 law, trade custom, practice or course of dealing.

3.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

4. Supply of Goods

4.1 The Supplier shall ensure that the Goods shall:

- (a) correspond with their description and any applicable Goods Specification;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Sysco, expressly or by implication, and in this respect Sysco relies on the Supplier's skill and judgement;
- (c) where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery or such other warranty period as may be agreed in writing between the parties; and
- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling, and delivery of the Goods.

4.2 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 in respect of the Goods.

4.3 The Supplier will, if requested by Sysco, provide Sysco with access to its (or its suppliers premises) to inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods 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.

4.4 If following such inspection or testing Sysco considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 4.1, Sysco shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

4.5 Sysco may conduct further inspections and tests after the Supplier has carried out its remedial actions.

5. Delivery of Goods

5.1 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; and
- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number, 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. The Supplier will provide any other documentation relating to the Goods as may be reasonably required by Sysco; for example, safety data sheets.

5.2 The Supplier shall deliver the Goods:

- (a) on the date specified in the Order or as otherwise agreed in writing between the parties, if no such date is specified, then in a timely manner;
- (b) to such location as is set out in the Order or as instructed by Sysco before delivery (**Delivery Location**); and
- (c) during Business Hours or as instructed by Sysco.

5.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

5.4 If the Supplier:

- (a) delivers less than 95% of the quantity of Goods ordered, Sysco may reject the Goods; or
- (b) delivers more than 105% of the quantity of Goods ordered, Sysco may at its sole discretion reject the Goods or the excess Goods,

and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and Sysco does not elect to return the surplus amount or to return the order because the Supplier did not deliver the correct quantity of Goods, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

5.5 The Supplier shall not deliver the Goods in instalments without Sysco's prior written consent. Where it is agreed that the Goods are 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 Sysco to the remedies set out in clause 7.1.

5.6 Title and risk in the Goods shall pass to Sysco on completion of delivery.

6. Supply of Services

- 6.1 The Supplier shall from the date set out in the Order (or otherwise agreed in writing) and for the duration of the Contract supply the Services to Sysco in accordance with the terms of the Contract.
- 6.2 The Supplier shall meet any performance dates for the Services specified in the Order or that Sysco notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 6.3 In providing the Services, the Supplier shall:
- (a) co-operate with Sysco in all matters relating to the Services, and comply with all instructions of Sysco;
 - (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - (d) ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that Sysco expressly or impliedly makes known to the Supplier;
 - (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - (f) unless otherwise agreed in writing, use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Sysco, will be free from defects in workmanship, installation and design;
 - (g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
 - (h) observe all health and safety rules and regulations and any other security requirements that apply at any of Sysco's premises;
 - (i) hold all materials, equipment and tools, drawings, specifications and data supplied by Sysco to the Supplier (**Sysco Materials**) in safe custody at its own risk, maintain Sysco Materials in good condition until returned to Sysco, and not dispose of or use Sysco Materials other than in accordance with Sysco's written instructions or authorisation;
 - (j) not do or omit to do anything which may cause Sysco to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Sysco may rely or act on the Services;
 - (k) comply with any additional obligations as set out in the Service Specification.

6.4 With respect to all of the Supplier's employees supplied to Sysco to perform the Services, the Supplier agrees that it will screen all such individuals and ensure that each such person is fully qualified to perform the Services, and the Supplier shall obtain and at all times maintain all licences and consents which may be required to perform such Services for Sysco. Sysco may reject any individual Supplier employee assigned to a Sysco project at any time for reasonable cause, and the Supplier will replace such rejected employee as soon as reasonably possible with an employee acceptable to Sysco. In the event Supplier must replace an employee, the Supplier will not charge Sysco for the time it takes to get such replacement employees trained and familiarized with the project (not to exceed a period of 30 calendar days) and will absorb any overtime costs needed to ensure that the project stays on schedule.

7. Sysco remedies

7.1 If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the date set out in the Order or otherwise agreed with the Sysco, Sysco shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;
- (c) to recover from the Supplier any costs incurred by Sysco in obtaining substitute goods or services from a third party;
- (d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods that it has not delivered; and
- (e) to claim damages for any additional costs, loss or expenses incurred by Sysco which are in any way attributable to the Supplier's failure to meet such dates.

7.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 4.1, then, without limiting or affecting other rights or remedies available to it, Sysco shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

- (e) to recover from the Supplier any expenditure incurred by Sysco in obtaining substitute goods from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by Sysco arising from the Supplier's failure to supply Goods in accordance with clause 4.1.

7.3 If the Supplier has supplied Services that do not comply with the requirements of clause 6.3(d) then, without limiting or affecting other rights or remedies available to it, Sysco shall have one or more of the following rights and remedies:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to return the Deliverables to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
- (d) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by Sysco in obtaining substitute services or deliverables from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by Sysco arising from the Supplier's failure to comply with clause 6.3(d).

7.4 These Conditions shall extend to any substituted or remedial services or repaired or replacement goods supplied by the Supplier.

7.5 Sysco's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

8. Sysco's obligations

8.1 Sysco shall:

- (a) provide the Supplier with reasonable access at reasonable times to Sysco's premises for the purpose of providing the Services;
- (b) provide such necessary information for the provision of the Services as the Supplier may reasonably request.

9. Charges and payment

9.1 The price for the Goods:

- (a) shall be the price set out in the Order, or if no price is quoted, the price otherwise agreed in writing with Sysco; and

- (b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by Sysco.
- 9.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Sysco, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 9.3 In respect of the Goods, the Supplier shall invoice Sysco on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice Sysco on completion of the Services. Each invoice shall include such supporting information required by Sysco to verify the accuracy of the invoice, including the relevant purchase order number.
- 9.4 In consideration of the supply of Goods and/or Services by the Supplier, Sysco shall pay the invoiced amounts on its first weekly payment run following 60 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 9.5 All amounts payable by Sysco under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to Sysco, Sysco shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 9.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall be entitled to charge interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 3% a year above the Bank of England's base rate from time to time, but at 3% a year for any period when the base rate is below 0%.
- 9.7 The Supplier shall, where requested by Sysco, maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Sysco to inspect such records at all reasonable times on request.
- 9.8 All invoices must contain: (a) Sysco's purchase order number; (b) a description of Services, taxes, and expenses for which the invoiced fees are due; and (c) total amount due. Invoiced amounts will not exceed the amounts set forth in the applicable purchase Order without prior written approval from Sysco. **All invoices that do not comply with the requirements set forth in this paragraph may be rejected and payment may be subject to delay.**
- 9.9 Sysco may at any time, without notice to the Supplier, set off any liability of the Supplier to Sysco against any liability of Sysco to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to

be set off are expressed in different currencies, Sysco may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Sysco of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

9.10 The Supplier shall maintain complete and accurate accounting records, in a form in accordance with standard accounting practices, to substantiate Supplier's charges for the Goods and/or Services. Such records shall include, but not be limited to, time cards, job cards, attendance cards, job summaries and travel expense reports if reimbursement is claimed for such expenses. All payments, if any, made by Sysco shall be subject to final adjustments as determined by such audit(s). Supplier shall retain such records relating to each Contract or Purchase Order for a period of six (6) years from the date of final payment for the relevant Services to Sysco.

9.11 Most Favoured Customer. Supplier agrees that if at any time during the period it sells or offers to sell any Goods, licence or Service to a comparable customer for less than the Charges, it shall:

- (a) reduce the Charges to match the lower price; and
- (b) refund Sysco the difference between the Charges and the lower price in respect of its purchases of Goods, licences or Services after Supplier began charging the lower price.

For the purposes of this clause, a "comparable customer" is a customer that purchases Services and/or Goods in substantially similar volumes as Sysco on materially similar commercial and legal terms and conditions.

10. Intellectual property rights

10.1 All data, drawings, specifications, tools, patterns or free issue materials supplied by or paid for by Sysco in connection with the supply of the Goods and/or Services shall be and remain the property of Sysco and shall be separately identified as belonging to Sysco. The Supplier shall return such items to Sysco on request in good condition. The Supplier hereby waives any lien or other rights (including any rights of set off or counterclaim) that it might otherwise have on or in respect of any Sysco property for work done thereon or otherwise. The Supplier shall keep Sysco property free of all liens or other encumbrances.

10.2 Where Sysco requests or commissions that the Supplier under or in connection with the Order creates, manufactures or supplies any work, design, specification, concept, data, invention, new product, or improvement, then ownership of such works, designs, concepts, data, inventions, new Goods, and/or Services or improvements, and all Intellectual Property Rights therein shall vest in Sysco or any nominated Sysco Group Company upon their creation and any right, title, Intellectual Property Rights or interest which may be vested in the Supplier is hereby assigned by way of present and future assignment to Sysco or the nominated Sysco Group Company immediately upon coming into existence.

10.3 Without limitation to clause 10.2, the Supplier hereby assigns to Sysco all works, designs, concepts, data, inventions, improvements and discoveries (whether such is patentable or not or

capable of any kind of registration) created or conceived specifically for Sysco in the performance of the Order made by any person employed by or working under the direction of the Supplier including all Intellectual Property Rights therein.

10.4 The Supplier shall:

- (a) cause its employees and contractors to execute such documents and do such things to put into effect the Supplier's agreement in clauses 10.2 and 10.3 and/or to allow Sysco to file applications for trademarks, patent, copyright, registered design or similar Intellectual Property Right protection in respect of the rights assigned to Sysco;
- (b) irrevocably appoint such persons as may be nominated by Sysco to be the Attorney of the Supplier to act for and on its behalf in completing any assignments and other documents to put into effect the Supplier's agreement in clauses 10.2 and 10.3; and
- (c) on completion of the contract or earlier on request the Supplier shall give to Sysco in such format as Sysco shall require the originals and copies of all documents, designs, negatives, engineering drawings and data and information of whatsoever nature in its possession or under its control belonging to Sysco pursuant to clauses 10.2 and 10.3.

10.5 The Supplier warrants that the Goods and/or the performance of the Services (except to the extent that they are of a design furnished by Sysco) shall not infringe any third-party patent, trademark, registered design or other Intellectual Property Right and the Supplier shall indemnify Sysco against all claims alleging such infringement. If Sysco so requests, the Supplier shall defend or assist in the defence of any action alleging such infringement by Sysco.

11. Indemnity

11.1 The Supplier shall indemnify Sysco against all liabilities, costs, expenses, damages and losses (including 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 professional costs and expenses) suffered or incurred by Sysco arising out of or in connection with:

- (a) any claim made against Sysco for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding Sysco Materials);
- (b) any claim made against Sysco by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and
- (c) any claim made against Sysco by a third party arising out of or in connection with the supply of the Goods, as delivered, 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 clause 11 shall survive termination of the Contract.

12. Insurance

During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on Sysco'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.

13. Confidentiality

13.1 Each party undertakes that it shall not at any time during the Contract and for a period of three years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.2.

13.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

14. Compliance with relevant laws and policies

14.1 In performing its obligations under the Contract, the Supplier shall:

- (a) comply with all applicable laws, statutes, regulations and codes from time to time in force; and
- (b) comply with the Mandatory Policies.

15. Data protection

15.1 The parties acknowledge that under this Contract and all applicable data protection laws, including, but not limited to, the Data Protection Act 2018 ('DPA 2018') and the UK GDPR (as defined in DPA 2018), ("**Data Protection Laws**") each party acts as an independent data controller. Neither party will act or is authorised to act as a processor for the other party. In the event of a party becoming a processor for the other, processing shall be subject to Data Protection Laws, and the parties agree to comply with the provisions of the Data Processing Addendum from time to

time, available at <https://sysco.com/Sysco-Global-Data-Processing-Addendum>, which is hereby incorporated by reference and made a part hereof. In the event of any conflict between this Contract and the Data Processing Addendum, the Data Processing Addendum drafted in English shall prevail.

15.2 For the purposes of this Contract each party agrees to:

- (a) comply with the Data Protection Laws in the performance of their obligations under this Contract;
- (b) only transfer personal data cross-border in accordance with Data Protection Laws;
- (c) notify the other party of any actual or suspected personal data breach relating to this Contract promptly (and in any event, within twenty-four (24) hours) of becoming aware;
- (d) notify the other promptly (and in any event within forty-eight (48) hours) of receipt of a data subject rights request;
- (e) provide reasonable assistance to the other party to comply with any data subject requests; and
- (f) take the appropriate technical and organisational security measures to ensure the security of personal data processing in accordance with Data Protection Laws.

15.3 The expressions "controller", "process", "processor", "processing", "data subject", "personal data" and "personal data breach" have the meanings given to them in the Data Protection Laws.

16. Information Security

If, in the course of supplying the Goods or Services, the Supplier: (i) integrates with any Sysco technology, (ii) connects to Sysco's (or its affiliates') IT network; or (iii) is provided access to Sysco's (or its affiliates) data, the Supplier will be subject to Sysco's cyber security review procedures. In such circumstances, the Supplier shall promptly and accurately complete a written information security questionnaire provided by Sysco regarding the Supplier's security practices and information technology environment as related to the Goods and/or Services provided under the Contract. For clarity, the level of review will vary based on type of data and connectivity. In these circumstances, the Supplier will be required to adhere to Sysco's minimum cyber security standards which will be notified to the Supplier.

17. Termination

17.1 Without affecting any other right or remedy available to it, Sysco may terminate the Contract:

- (a) with immediate effect by giving written notice to the Supplier if:
 - (i) there is a change of Control of the Supplier; or
 - (ii) the Supplier commits a breach of clause 14.1.
- (b) for convenience by giving the Supplier 14 days' written notice.

- 17.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, 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 other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

18. Consequences of termination

- 18.1 On termination of the Contract, the Supplier shall immediately deliver to Sysco all Deliverables whether or not then complete, and return all Sysco Materials. If the Supplier fails to do so, then Sysco may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 18.2 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 18.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

19. Anti-Tax Evasion

- 19.1 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(1) of the Criminal Finances Act 2017; or
 - (ii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;

- (b) have and shall maintain in place throughout the term of the Contract such measures 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 clause 19.1 (a); and
- (c) promptly report to Sysco 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.

19.2 The Supplier shall use reasonable endeavours to ensure that any person associated with the Supplier who is performing services in connection with the Contract does so in compliance with obligations equivalent to those imposed on the Supplier in clause 19.1 (“**Relevant Tax Evasion Terms**”). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Tax Evasion Terms, and shall be directly liable to Sysco for any breach by such persons of any of the Relevant Tax Evasion Terms.

19.3 For the purposes of clause 19.1, the meaning of reasonable prevention procedures 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.

20. Anti-Bribery and Corruption

20.1 The Supplier shall:

- (a) comply with all Applicable Laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) comply with Sysco’s Anti-Bribery Policies (as notified to the Supplier from time to time) (“**Relevant Policies**”);
- (d) have and maintain in place throughout the term of the Contract 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 the Relevant Policies, and will enforce them where appropriate;
- (e) promptly report to Sysco 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/or these clauses; and
- (f) provide such supporting evidence of compliance as Sysco may reasonably request.

- 20.2 The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with the Contract and/or these clauses 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 clause 20 (“**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 Sysco for any breach by such persons of any of the Relevant Terms.
- 20.3 Breach of this clause 20 shall be deemed a material breach incapable of remedy.
- 20.4 For the purpose of this clause 20, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 20 a person associated with the Supplier (includes but is not limited to any subcontractor of the Supplier).

21. Modern Slavery

21.1 The Supplier shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force (including but not limited to the Modern Slavery Act 2015);
- (b) comply with Sysco’s Supplier Code of Conduct (as notified by Sysco to the Supplier) or if agreed otherwise in writing by Sysco, the Supplier shall have and maintain throughout the Contract its own policies and procedures to ensure its compliance which have been reviewed and approved by Sysco, (the “**Anti-Slavery Policy**”);
- (c) not engage in any activity, practice or conduct that would constitute an offence under the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
- (d) ensure that each of its subcontractors and suppliers shall comply with the Anti-Slavery Policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force (including but not limited to the Modern Slavery Act 2015);
- (e) include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 21;
- (f) implement due diligence procedures for its subcontractors, and suppliers, to ensure that there is no slavery or human trafficking in its supply chains;
- (g) notify Sysco as soon as it becomes aware of: (i) any breach, or potential breach, of the Anti-Slavery Policy; or (ii) any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Contract and/or these clauses of Contract; and

- (h) implement an appropriate system of training and record keeping to ensure compliance with the Anti-Slavery Policy.
- 21.2 The Supplier shall complete and respond to Sysco's slavery and human trafficking questions and/or due diligence questionnaire that it may request the Supplier to complete and in doing so, the Supplier shall ensure that its answers and responses are complete and accurate.
- 21.3 The Supplier shall notify Sysco as soon as it becomes aware of any breach or potential breach of the Anti-Slavery Policy or any actual or suspected slavery or human trafficking in supply chain which has a connection with the Contract.
- 21.4 The Supplier warrants and represents that it conducts its business in a manner that is consistent with the Supplier's Code of Conduct and the Anti-Slavery Policy.
- 21.5 Sysco may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of the Anti-Slavery Policy and/or this clause 21.

22. General

22.1 Assignment and other dealings.

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

22.2 Subcontracting. The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of Sysco. If Sysco 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.

22.3 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;

- (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the Business Day after posting.
 - (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 22.4 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 22.4 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 22.5 **Waiver.**
 - (a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
 - (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 22.6 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 22.7 **Entire agreement.**
 - (a) The Contract constitutes the entire agreement between the parties.
 - (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 22.8 **Third party rights.**
 - (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
 - (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 22.9 **Variation.** Sysco may update these Conditions from time to time by uploading an updated version on its website or otherwise by notice in writing to the Supplier. Except as set out in these

Conditions, no variation of the Contract will apply to any existing Orders unless the amendments are agreed in writing and signed by the parties or their authorised representatives.

22.10 **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 law of England and Wales.

22.11 **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.

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