

PRINCES LIMITED

Terms and Conditions of Purchase



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#### APPENDIX 1: ETHICAL TRADE POLICY

## CONDITIONS OF PURCHASE

1. Definitions      In these Conditions the following words shall have the following meanings:-

"Buyer"	Princes Limited or such other company as is in the same group of companies as or is an associated company of Princes Limited which is the buyer of the Products.
"Conditions"	the conditions of purchase set out herein.
"Contract"	any contract formed between the Buyer and the Seller for the sale and supply of Products pursuant to the Order.
"Delivery"	the delivery of the Products by the Seller in accordance with the terms agreed.
"Distressed Stock"	means food and drink that may not be readily marketable due to appearance, quality, grade, surplus shelf life or other considerations, including food and drink packaging, and are not suspect of having been rendered unsafe or non-compliant unless specific remedial actions can be undertaken to correct any such non-compliance or to render a food or drink, safe
"Incoterms"	the 2020 revision of the International Chamber of Commerce Incoterms.
"Loss or Losses"	in respect of any matter, event or circumstance includes all losses, demands, awards, claims, actions, proceedings, damages, payments, costs, expenses, penalties, fines or other liabilities.

"Order"	any written purchase order including via the Buyers Electronic Supplier Relationship Management System (ESRM) for the supply of Products placed with the Seller by the Buyer.
"Products"	the products designated or referred to in the relevant Order.
"Seller"	any person firm or company with whom the Buyer places an Order for the purchase of Products and which expression shall include (jointly and severally) any principal on whose behalf the Seller accepts an Order.
"Specification"	the technical or other description (whether as to quantity, quality, price, weight or otherwise) of the Products shown or referred to in the Order and any performance schedules and/or other characteristics and details contained, mentioned or referred to therein or prepared in accordance therewith.

## 2. BASIS OF PURCHASE

- 2.1 Each and every Contract shall be concluded upon the basis of these Conditions together with any special conditions issued by the Buyer to the Seller at any time prior to or with the relevant Order. Variations and/or qualifications of any Contract or such Conditions (whether pursuant to Conditions 6.1, 6.2, 7.3, 8.1, 9.3, 14, 15.1 or otherwise) can only be effected by a document signed by a duly authorised officer of the Buyer and setting out in full the relevant variations and qualifications.
- 2.2 These Conditions apply to each and every Contract and any Order to the exclusion of any other terms that the Seller seeks to impose or incorporate, or which are implied by trade custom, practice or course of dealing (irrespective of date the Seller seeks to impose or incorporate). The Seller waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents or communication of the Seller that is inconsistent with these Conditions.
- 2.3 All Orders shall be deemed to be an offer by the Buyer to purchase Products pursuant to these Conditions and acceptance of any Order or despatch or Delivery of any Products by the Seller to the Buyer shall be deemed conclusive evidence of the Seller's acceptance of the respective Order and these Conditions.

2.4 Any reference in these Conditions to any statutory provision shall be construed as a reference to that provision as amended or re-enacted at the relevant time.

### 3. ORDERS

3.1 Subject to Condition 3.2 the Buyer shall be bound by an Order only if it is placed on its Order form and shall have no liability whatsoever in respect of any Products supplied otherwise than in response to such Order form.

3.2 The Buyer shall be entitled to cancel any Order (and so terminate the Contract to which it relates) which is not unconditionally accepted by the Seller in writing within 3 days of its date.

3.3 Any typographical, clerical or other error or omission in any Order shall be subject to correction at any time by the Buyer without any liability on the part of the Buyer.

### 4. QUALITY AND DESCRIPTION

4.1 In addition and without prejudice to all other conditions or warranties, express or implied, the Seller hereby expressly represents and warrants as follows:-

- (a) upon Delivery and throughout the shelf-life of the Products and for a reasonable period thereafter (taking into account the type of Products concerned) the Products shall be of satisfactory quality and fit for their purpose, free from defects, and/or damage caused by poor stowage, storage or otherwise, in all respects of the nature, substance and quality described in the Order and shall correspond with any relevant Specification or sample; and
- (b) the Seller and/or the Products (as appropriate) complies with the requirements of:-

- (i) the Buyer which are specified at the time of the Order or otherwise in accordance with clause 3.3; and
- (ii) all Acts of Parliament, Statutory Rules, Orders, Regulations, British or European Standards, or Directives Codes of Practice, the Bribery Act 2010, Criminal Finance Act 2017 and all other requirements (whether national or international) which apply to the manufacture, labelling packaging, sale, supply and/or Delivery of such Products including, but not exclusively, Regulation (EC) No 178/2002, Regulation (EC) 852/2004 (and other of the hygiene regulations), Regulation (EC) 1169/2011 ("FIC") and the Food Information Regulations 2014 ("FIR"), the Food Safety Act 1990, the Consumer Protection Act 1987 and the Consumer Protection from Unfair Trading Regulations 2008 and the General Product Safety Regulations 2005 and any subsequent amending or substituting legislation; and
- (iii) the Code of Conduct of the Buyer as applicable (as amended from time to time and available on request); and
- (iv) the Ethical Trade and Human Rights Policy of the Buyer;
- (v) the Migrant and Contract Worker Policy; and
- (vi) any applicable quality accreditation or certification standard (including but not limited to British Retail Consortium (Broker and Agent) or International Featured Standard Broker Accreditation) requested by the Buyer or any customer of the Buyer from time to time, in respect of any premises where the Products are manufactured, processed or stored,

and any agreement by the Buyer to any Specification or variation thereof or to any design or variation thereof shall not derogate from the Seller's warranty of compliance with such requirements, Acts, Rules, Orders, Regulations or other such requirements or from the other express conditions and/or warranties herein referred to;

- (c) in the case of Products sold by the Seller with the benefit of and subject to a preferential certificate of origin, all such Products meet any required origin rules for the issue of any preferential documentation and are properly entitled to preference and such certificate was when issued and remains valid for all purposes and was correctly issued ;
- (d) that all rules and regulations relating to the prevention, deterrence and elimination of Illegal, Unreported and Unregulated ("IUU") fish are complied with and that the Seller will provide the Buyer with full supporting documentation and traceability information at any time should the Buyer request it; the Seller further warrants that it will not supply any IUU Products to the Buyer under any circumstances;
- (e) where fish is sourced using large scale purse seine vessels the vessels are registered on the Proactive Vessel Register (PVR) in accordance with ISSF conservation measures;

- (f) All applicable resolutions and requirements of the International Seafood Sustainability Foundation

and any reference to Products in this Condition 4.1 shall also include a reference to any labels, packaging and/or literature in respect thereof.

- 4.2 The Seller gives all the aforementioned warranties to the Buyer on the basis that they or any of them shall be treated as written warranties for the purposes of Section 33 of the Weights and Measures Act 1985 and/or may be produced by the Buyer to establish a defence under Section 4 of the Consumer Protection Act 1987 or a defence of due diligence under Section 21 of the Food Safety Act 1990 and/or regulation 17 of the Consumer Protection from Unfair Trading Regulations 2008.
- 4.3 If the Products and/or their supply and/or use are the subject of statutory or other safety regulations the Seller shall provide to the Buyer all certification or other information required by the said regulations or deemed necessary by the Buyer to verify compliance with the same.
- 4.4 If the Buyer has agreed in writing to purchase Distressed Stock, this shall not derogate from the Seller's warranty to comply with the above requirements. The Seller shall provide written instructions to the Buyer as to use or sale of such Distressed Stock.
- 4.5 The Seller shall comply and assist the Buyer or the Buyer's customer with any specific quality assurance, ethical or sustainability audit, financial audit or safety programme adopted by the Buyer and shall permit access by and facilities for authorised representatives of the Buyer and/or its customers at all reasonable times to inspect any premises where Products to be purchased by the Buyer are manufactured, produced or stored and to examine materials to be used in such manufacture and/or production and all costs and expenses thereby incurred shall be borne by the Seller. Following such audit, inspection or examination, the Buyer shall be entitled to make recommendations to the Seller in respect of the manufacture, production or storage of the Products or ethical or standards required by the audit which the Seller shall put in force forthwith upon its receipt of such notification. For the avoidance of doubt, any such compliance, assistance, inspection or examination shall not derogate from the Seller's other obligations under these Conditions.
- 4.6 The Seller will promptly notify the Buyer in the event that in respect of any premises where the Products are manufactured, processed or stored:
- a) there are any changes to any applicable quality accreditation (including but not limited to British Retail Consortium (Broker and Agent) or International Featured Standard Broker Accreditation). Such changes include but are not limited to any changes in the status of BRC or IFS Grades or any changes that could have an impact on the applicable quality accreditation when it is due for review; or
  - b) there are any changes to production facilities and processes that affect, directly or indirectly, the Buyer's Products.

4.7 Without prejudice to any other remedy the Buyer shall be entitled to reject or refuse to accept any Products which fail to comply with the provisions of the Order and/or of Condition 4.1 at any time after their Delivery and for the avoidance of doubt it is hereby expressly agreed that where Products are supplied in bulk and part only of such Products are found not to comply with the provisions of the Order and/or of Condition 4.1(a) the Buyer shall nevertheless be entitled to reject, at its option, either that part of the Products which is found not to comply or all of the Products even if the failure to comply is so slight that it would otherwise be considered unreasonable for the Buyer so to do and the terms of the Sale and Supply of Goods Act 1994 shall be construed accordingly.

4.8 Where the Buyer is entitled to reject or refuse to accept any Products:-

(a) the Buyer shall not be obliged to return the Products to the Seller but, if it elects to do so, they shall be so returned at the expense and risk of the Seller;

(b) at the option of the Buyer:-

(i) the Seller shall replace the Products; or

(ii) the Buyer shall be entitled to treat the Contract as discharged by the Seller's breach and require immediate repayment of any part of the price thereof which has been paid by the Buyer; and

(c) if requested by the Buyer, the Seller shall destroy any such Products bearing the Buyer's name, trade marks or those of any customer of the Buyer; and

(d) at the discretion of the Buyer, the Seller shall strip and re-label the Products at the expense of the Seller. The Seller warrants that it shall comply in all respects with all re-working policies and instructions for stripping and re-labelling the Products issued by the Buyer to the Seller from time to time.

## 5. INDEMNITY

5.1 The Seller shall be liable for and shall indemnify the Buyer from and against all Losses, incurred by or made against the Buyer arising out of or relating in any way to any Contract including, but not exclusively;

(a) any liability incurred which would not have been caused had the Seller fulfilled its obligations under any Contract;

(b) in respect of any breach of warranty (including without limitation any of the warranties contained in Condition 4.1) given by the Seller in relation to the Products;

(c) in respect of death or personal injury, loss of or damage to property and all sums expended by the Buyer in securing alternative supplies of all or any of the Products (including any sum expended by reason of any increase in costs thereof and compensation for any loss to the Buyer caused by any consequent delay);

(d) arising out of the acts and omissions of the Seller, its sub-contractors or their respective employees or agents;

(e) any liability under the requirements contained in Condition 14.3 or 17.4 ; and/or

(f) any liability arising as a result of the sub-contracting of any of the Seller's obligations under the Contract whether in accordance with Condition 16 or not;

5.2 The Seller shall effect and maintain a policy or policies of insurance to cover, , such of the aforementioned liabilities as are relevant to the Contract in such sums as may be required by the Buyer and shall produce such policy or policies and evidence of payment of the premiums therefor if so requested by the Buyer. In the event that the Seller shall fail to maintain such insurance policy(ies) the Buyer shall be entitled to effect the same on behalf of and at the expense of the Seller.

5.3 The Seller shall further be liable for and shall indemnify the Buyer from and against any claims for or allegations of infringement of any letters patent, copyright, registered design or trade mark or other intellectual property rights by reason of the use or sale of the Products supplied, (SAVE and to the extent that the same shall have been manufactured or produced in accordance with any Specification or design supplied by the Buyer), and against all Losses for which the Buyer may become liable as a result of such allegations or claims for infringement.

## 6. TIME

6.1 Time shall be of the essence of the Contract where a Delivery date is specified in the Order. Where such date is stated as approximate or is not specified the Buyer may by written notice to the Seller specify a Delivery date for the purposes of which time shall be of the essence.

6.2 If the Seller is, or is likely to be, unable to effect Delivery on or by the date so specified the Seller shall promptly give the Buyer written notice of the relevant circumstances together with a date upon which the Seller reasonably expects to be able to fulfil the Order.

6.3 Notwithstanding the service of any such notice issued in accordance with condition 6.2, (SAVE where the Buyer has given to the Seller a written extension of time and the period thereof has not expired), failure by the Seller to adhere to any provision as to time contained, mentioned or referred to in the Order including (without limitation) as a result of the occurrence of any event of force majeure shall entitle the Buyer to treat the Contract as repudiated in whole or in part, (without prejudice to any other remedy) whereupon risk in any Products already delivered and affected by such determination shall revert to the Seller and the Seller shall be liable to repay any monies already paid by the Buyer in respect of the Contract together with interest at 4% above National Westminster Bank Plc Base Rate.

## 7. DELIVERY

- 7.1 The Products, properly packed and secured in such a manner as to reach their destination in good condition, shall be delivered by and at the cost and risk of the Seller to the premises and in the manner and in accordance with the terms of any respective Incoterms specified in the Order. Each container and/or package of Products must be marked to show Order number, contents, quantity, batch code, date of manufacture or production, appropriate date coding and carrier's name.
- 7.2 Delivery shall be effected upon the signature of the carrier's consignment note for the Products by a duly authorised officer, employee or representative of the Buyer.
- 7.3 In the event that Products are delivered before the Delivery date specified in the Order without the express written consent of the Buyer, the Buyer shall be entitled to refuse to take Delivery or to charge for insurance and storage thereof until the contractual date for Delivery.
- 7.4 If for any reason the Buyer is unable to accept Delivery of the Products at the time when the Products are due and ready for Delivery and notifies the Seller accordingly the Seller shall store the Products for a reasonable time having regard to the circumstances and shall safeguard them and take all reasonable steps to prevent their deterioration until their actual Delivery.
- 7.5 In the event that the Seller is authorised by the Buyer to deliver Products to the Buyer by way of direct Delivery from any supplier to the Seller (in which event the Seller may not have had an opportunity to make any inspection or examination of the Products) the Seller acknowledges and agrees with the Buyer that it shall, notwithstanding such lack of opportunity, be and remain liable for all and any defect or other matter or thing arising out of the manufacture process, import, Delivery, sale and/or supply of such Products and shall be liable for such Products in all respects (including without limitation the warranties in Condition 4.1) in accordance with these Conditions as though they had been delivered directly by the Seller.

## 8. PACKAGING

- 8.1 Unless otherwise agreed in writing by the Buyer, the Seller will order no more packaging materials or labels:
- (a) in relation to Products to be used at the Buyers manufacturing sites, than the agreed forecast;
  - (b) in relation to all other Products, no more than the 3 month forecasted requirements notified by the Buyer to the Seller (unless otherwise agreed in writing by the Buyer).

For the avoidance of doubt, forecasts provided by the Buyer to the Seller are subject to change and are not binding.

- 8.2 The Buyer shall not be liable to pay for any returnable containers unless expressly agreed in writing.

- 8.3 Subject to the provisions of Condition 8.2 returnable containers must be clearly marked as such, show the name of the supplier and the price chargeable if not returned. Such containers shall be collected at the risk and expense of the Seller within 3 days of the Seller receiving notification from the Buyer that they are available for collection or on the next Delivery of Products by the Seller (whichever is the sooner).
- 8.4 All cases and packaging (other than returnable containers marked as such) are to be supplied free of charge but shall be returned at the request, risk and expense of the Seller.

9. PRICE AND PAYMENT

- 9.1 The price of the Products shall be as specified in the Order and, unless otherwise stated, shall be deemed to include VAT (where appropriate), packaging, carriage and insurance of the Products until Delivery thereof is effected. If no price is specified in the Order the price payable shall be no greater than the price last quoted or charged by the Seller in respect of the same or similar Products. In the absence of previous supplies current market price is to be paid.
- 9.2 The settlement of invoices shall be subject to all details on the Seller's invoice being consistent with those shown on the Order. In particular, in order for invoices to be settled by the Buyer, the Seller must state the Buyer's Order number on each invoice submitted.
- 9.3 No increase in the price specified in the Order (including any increases in taxes, duties or government levies) may be made for any reason without the prior written consent of the Buyer.
- 9.4 No payment of or on account of the price shall constitute any admission by the Buyer as to proper performance by the Seller of its obligations under any Contract.
- 9.5 Unless otherwise provided by the Order the price shall be payable by the Buyer to the Seller before the expiry of 60 days from the later of date of Delivery or receipt of invoice. The parties acknowledge that these payment terms have been negotiated and agreed in good faith and in consideration of all of the circumstances of the Contract.
- 9.6 Claims for credit or payment due to the Buyer, in respect of rejected, refused or returned defective Products, short deliveries (where the Buyer has reason to believe that the same is due to the act or default of the Seller), overcharges or other matters for which the Seller is liable under these Conditions, shall be settled forthwith from the date of notification of such claims, and in any event, the Buyer shall be entitled to make appropriate deductions or retentions from any remittance due to the Seller whether under the same or any other Contract.
- 9.7 In the event of any payment becoming overdue, the Seller may charge interest on the unpaid amount at the rate of 1% over the current base lending rate of National Westminster Bank Plc Base Rate, unless such delay is subject to a bone fide dispute. The Seller will allow the Buyer a reasonable time to rectify any payment issues that arise prior to exercising its rights under this clause.

10. RISK AND TITLE

- 10.1 Risk of damage to or loss of the Products shall pass to the Buyer upon Delivery.
- 10.2 Title to all Products supplied pursuant to any Contract shall pass to the Buyer on their Delivery PROVIDED THAT if payment for the Products is made prior to their physical Delivery the Seller shall forthwith and unconditionally appropriate the Products to the Contract whereupon title thereto shall pass to the Buyer.

11. SPECIFICATIONS AND DESIGNS

- 11.1 All Specifications, drawings, designs, prints, samples, plans, patterns, dies, moulds or tools, labels, packaging or other materials supplied by the Buyer or made or obtained by the Seller at the request and expense of the Buyer and all intellectual property rights therein shall as between the parties be the sole property of the Buyer and shall not be disclosed to any third party or used by the Seller other than for the purposes of performing its obligations under any Contract.
- 11.2 Any price quoted in the Order shall be deemed to include the price of any such items which may be required for the performance of the Contract and title therein shall pass to the Buyer on payment of the Order price.
- 11.3 Where any such items are held by the Seller it shall keep such items in safe custody and shall insure them against all risks in the joint names of itself and the Buyer.

12. PRODUCT RECALL AND CONSUMER COMPLAINTS

- 12.1 The Seller shall notify the Buyer immediately of any adverse results arising out of analytical, microbiological or other quality or specification checks carried out in respect of the Products and discovered before or after their Delivery.
- 12.2 The Buyer shall provide the Seller with a relevant contact in respect of incidents or potential emergency situations in particular those that do or may impact product safety, legality or quality as more particularly described at condition 12.2. Such contact details will include out of hours, emergency telephone number and / or email.
- 12.3 In the event that at the requirement, instruction, instigation, recommendation or suggestion of any governmental body (whether local or national) and/or if in the reasonable opinion of the Buyer examination of any of the Products is required to be undertaken to investigate the fitness for the purpose of such Products and/or in the reasonable opinion of the Buyer the Products should be withdrawn from sale and/or recalled after sale and/or the Buyer is put in breach, or has reasonable grounds to believe it is put in breach of Regulation (EC) No 178/2002 (in particular Articles 14 or 19) or the Consumer Protection Act 1987 or the General Product Safety Regulations 2005 by the act, negligence or default of the Seller, its agents or subcontractors, the Seller shall be liable for and shall indemnify the Buyer from and against all Losses incurred by the Buyer arising out of such examination, withdrawal and/or

recall including, but not exclusively, loss of profit on sales, rehabilitation costs, administration charges, carriage and disposal costs, advertisements and any consequential loss or damage incurred and those of its customers.

- 12.4 The Buyer shall handle consumer complaints in the first instance but the Seller shall nevertheless maintain in force a crisis management procedure to provide to the Buyer such assistance as the Buyer may request in order to deal with any such complaints.
- 12.5 The Seller shall be liable for and shall indemnify the Buyer from and against all Losses incurred by the Buyer arising out of any such complaints including, but not exclusively, a reasonable administration charge per complaint, the cost of re-imburement and/or compensation paid and settlement of all such payments due to the Buyer shall be dealt with in accordance with the provisions of Condition 9.6.
- 12.6 The Buyer shall be entitled to require the Seller to maintain in force product recall liability insurance for the joint benefit of the Seller and the Buyer in such sum as the Buyer may reasonably require. If so requested by the Buyer the Seller shall procure that the Buyer's interest in such insurance be noted on the policy. Alternatively, the Buyer shall be entitled to maintain in force product recall liability insurance for the joint benefit of the Seller and the Buyer in such sum as the Buyer shall reasonably require and to re-charge to the Seller such proportion of the premium therefor as the Buyer deems appropriate.

### 13. CANCELLATION AND TERMINATION

- 13.1 In addition to the right of cancellation set out in Condition 3.2 the Buyer shall be entitled to cancel any Order and so terminate the Contract to which it relates in respect of all or any part of the relevant Products by giving notice to the Seller at any time prior to Delivery, in which case:-
  - (a) the Seller shall cease to be bound to effect Delivery and the Buyer shall cease to be bound to receive Delivery of any further Products;
  - (b) the Buyer shall cease to be bound to pay (and shall be entitled to a repayment of, where any payment on account or in advance of Delivery has been made), that part of the price which relates to the Products which have not been delivered; and
  - (c) the Buyer shall not be liable for any loss or damage whatever arising from such cancellation or termination.
- 13.2 Without prejudice to any other rights or remedies to which it may be entitled the Buyer may terminate any Contract forthwith without liability in the event that:-
  - (a) the Seller 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, being made bankrupt, entering any composition or arrangement with its creditors, 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; or

- (b) the Seller suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (c) the Seller's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or
- (d) the Seller commits any breach of its obligations hereunder.; or
- (e) the Buyer shall reasonably believe that the Seller will be unable to complete any Contract satisfactorily and/or on time; or
- (f) the Buyer shall become dissatisfied in respect of any of the actions, omissions, policies or practices of the Seller (including without limitation in circumstances where the Buyer believes the Seller has breached any applicable provision of the Buyers Code of Conduct or Ethical Trade Policy; or the Seller has committed or is about to commit or has been, is or is about to be involved in any practice which could or may damage or adversely affect the commercial interests of the Buyer or the goodwill of the business of the Buyer or including without limitation being involved directly or indirectly in any breach of human rights, environmental laws, welfare regulations, bribery or corruption and/or unethical trade practices)
- (g) there is a change of control of the Seller (within the meaning of section 840 of the Income and Corporation Taxes Act 1988);

In any such circumstances the Buyer shall be entitled to terminate any Contract in whole or in part by notice in writing.

#### 14. CONFIDENTIAL AND PERSONAL INFORMATION

- 14.1 The Seller shall keep confidential and not disclose to any person for any purpose whatsoever or use (except as necessary to perform its obligations under this Agreement), without the prior written consent of Buyer, any information of the Buyer which the Seller ought reasonably to know is of a secret or confidential nature.
- 14.2 The obligations of confidentiality contained herein shall not apply to information which already is in the public domain otherwise than through a breach of this Agreement or is required to be disclosed by law or by any requirement of a stock exchange or other similar body or organisation.
- 14.3 It is acknowledged that the majority of data shared between the parties is commercial data rather than personal data relating to an identified or identifiable natural person. Notwithstanding this, the parties will inevitably be required to process certain personal data,

particularly contact data of the employees, contractors or subcontractors of the other party. The parties therefore agree that such contact data shall be limited to that data that is necessary to fulfil the purposes of the Contract. In this regard the Seller warrants and represents that it shall process the personal data in accordance with the applicable data protection laws including the General Data Protection Regulation 2016/679. Accordingly the Seller shall ensure that it has sufficient technological and organisational measures in place to ensure the security of such personal data and that it shall not transfer such personal data outside of the European Economic Area without ensuring that all required safeguards are in place and without obtaining the prior written consent of the Buyer. The Buyer refers the Seller to its Privacy Policy at [www.princesgroup.com](http://www.princesgroup.com). Should the parties be required to process the personal data of the other party, other than as referenced within this clause, the parties will enter into a separate Data Processing Agreement to fully document their respective obligations in respect of data privacy.

15. CHANGES

The Buyer may at any time by notice in writing require changes in the method of shipment or packing, place of Delivery, general extent, scope or time scale of any Contract and/or at any time by at least seven days' notice in writing require changes in the Specification. If any such change affects the time for or cost of Delivery a mutually agreed equitable adjustment shall be made in the time fixed for Delivery and/or to the purchase price (as the case may be). The Seller shall not be entitled to delay in proceeding with the Contract as changed pending agreement as herein required nor to treat the Contract as repudiated and claim damages or any other relief from or against the Buyer by reason of any such alteration.

16. ASSIGNMENT AND SUB-CONTRACTING

16.1 The Seller shall not:

- (a) enter into any novation or sub-contract any of its obligations under any Contract or any part thereof; or
- (b) assign the benefit of any Contract or any part thereof (including but not limited to the right to receive payment for the Products or any services provided under any Contract)

without the express written authority of the Buyer.

16.2 Any authority given by the Buyer for the Seller to sub-contract any of its obligations under any Contract or any part thereof shall not relieve the Seller of any of its obligations thereunder nor impose any duty on the Buyer to enquire as to the competence of any authorised sub-contractor but the Seller shall ensure that any authorised sub-contractor is competent and complies with the relevant provisions of the Contract in particular the warranties contained in Condition 4.1

16.3 The Buyer may assign the benefit of any Contract which shall ensure to the benefit of its successors and assigns.

17. ANTI – BRIBERY AND COMPLIANCE

17.1 The Seller shall: -

- a) Comply with all applicable laws, statutes, regulations and codes relating to anti-Bribery and anti-corruption including but not limited to the Bribery Act 2010 (“Relevant Requirements”);
- b) Have, and shall maintain in place throughout for the duration of any Contract, its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
- c) Promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Seller in connection with the performance of any Contract;
- d) Immediately notify the Buyer in writing if a foreign public official becomes an officer or employee of the Seller or acquires a direct interest in the Seller and the Seller warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of any Contract;
- e) maintain and upon the Buyers request provide a list of all hospitality, gifts or other advantage of kind offered or provided by the Seller to the Buyer or any of its directors, officers or employees

17.2 The Seller shall ensure that any person associated with the Seller who is providing Products in connection with any Contract does so only on the basis of a written contract which imposes on and secures from such person the terms equivalent to those imposed on the Seller in this clause 17 (“Relevant Terms”). The Seller shall be responsible for the observance of performance by such persons of the Relevant Terms which should be directly liable to the Buyer for any breach by such persons of any of the Relevant Terms.

17.3 For the purpose of this clause 16, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with s7(2) Bribery Act 2010 (and any guidance issued under section 9 of that Act) s6(5), s6(6) and s8 of that Act respectively for the purposes of this clause 16 a person associated with the Seller includes any sub-contractor of the Seller.

17.4 The Seller represents and warrants that neither it nor any person or entity that owns or controls it or that it owns or controls, is a designated target of any trade, and / or economic or financial sanction or sanctions (including without limitation any relevant law, regulation, order, ordinance, resolution, decree, restrictive measure or other requirement having the force of law) adopted by the United Kingdom or the European Union (or its respective Members States), UN,

US, Switzerland or the country of origin of the Products (collectively "Sanctions"). The Seller agrees and undertakes that it will fully comply with the requirements of all applicable Sanctions in the performance of any Contract.

- 17.5 The Seller agrees and undertakes to the Buyer that the Products will not directly or indirectly originate from, be provided by or be transported on a vessel or carrier owned, flagged, chartered, managed or controlled directly or indirectly, by any country, person, entity or body, or for the purpose of any commercial activity, that would cause the Buyer to be in violation of applicable Sanctions and or export or re-export controls. If the Buyer requires, the Seller shall provide the Buyer with appropriate documentation for the purposes of verifying the origin of the Products. The Buyer shall have the right to reject any restricted originating country, vessel, transit route, person or entity that would cause the performance of this Contract to violate any applicable Sanctions or which would cause the Buyer or its agents, contractors or representatives to be in violation of or be penalised by any applicable Sanctions.

#### 18. FORCE MAJEURE

Neither the Buyer nor the Seller shall be liable for any delay or failure to perform obligations hereunder where such delay or failure is due to Act of God, war, riot, civil commotion or any governmental restriction, order or regulation or statutory prohibition. The party affected by any such event shall immediately provide written notice of the event in accordance with clause 22. Performance of any relevant Contract shall be suspended for the duration of the event of force majeure subject always to the Buyer's right to treat the Contract as repudiated in whole or in part in accordance with the provisions of Condition 6.3.

#### 19. WAIVER

No failure of, or delay or forbearance by the Buyer (whether express or implied) in asserting or exercising any rights or remedies under any Contract shall affect its right to do so in the future.

#### 20. SEVERANCE

If at any time any one or more of these Conditions (or any part or parts thereof) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted herefrom and the validity and/or enforceability of the remaining provisions of these Conditions shall not in any way be affected or impaired thereby.

#### 21. WHOLE AGREEMENT

Each party acknowledges that each Contract together with any variations and/or qualifications made pursuant to these Conditions contains the whole agreement between the parties in

relation to that Contract and that it has not relied upon any oral or written representation made to it by the other or its employees or agents.

22. HEADINGS

Headings are for reference purposes only, shall not be incorporated into any Contract and shall not be deemed to be any indication of the meaning of the Conditions to which they relate.

23. NOTICES

Any notices to be served hereunder shall be delivered by hand or sent by first class post to the relevant party at its last known address or by email to legal@princes.co.uk in respect of the Buyer and to the last known contact in respect of the Seller. Notice shall be deemed served on delivery if delivered by hand, on the 3rd day after posting if posted (weekends and bank holidays excepted) and if sent by email at the time of transmission (weekends and bank holidays excepted).

24. LAW AND JURISDICTION

These Conditions and each and every Contract shall be:-

- (a) deemed to have been made in Liverpool;
- (b) governed by English Law; and
- (c) subject to the jurisdiction of the English Courts;

PROVIDED THAT the Buyer shall in its absolute discretion be entitled to refer any dispute to expert determination by a single expert appointed (on the Buyer's application) by the President for the time being of the Liverpool Law Society.

Before resorting to legal proceedings the parties shall use their reasonable endeavours to amicably resolve any dispute arising out of or relating to a contract through negotiations.

25. BUYER'S GROUP

The Buyer is a member of the group of companies whose holding company is Mitsubishi Corporation and accordingly the Buyer may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group PROVIDED THAT any act or omission of any such other member shall be deemed to be the act or omission of the Buyer.

26. RIGHTS OF THIRD PARTIES

A person who is not a party to any Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce a term within these Conditions of Sale and the Seller and the Buyer agree that the provisions of such Act shall not apply to any Contract.