Sysco GB Terms & Conditions of Purchase
(for the Supply of Food / Non-Food Products Intended for Resale)

These are the Terms and Conditions on which Sysco may purchase products from its suppliers. All suppliers are requested to read these Terms and Conditions carefully and, by becoming a supplier to Sysco of any food or non-food products intended for resale, the Supplier shall be deemed to agree to supply the products in accordance with these Terms and Conditions.

1 DEFINITIONS

In these Terms and Conditions the following definitions apply:

Affiliate	means, in relation to any party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.
Commercial Terms	means the commercial terms summary document or commercial terms agreed between Sysco and the Supplier setting out the pricing and any other agreed financial terms, product and delivery requirements, together with any applicable Specifications in respect of the Products (including but not limited to product type, packing configuration and delivery profile) that is agreed in writing between Sysco and the Supplier (or, in the case of Nominated Products, agreed between the mutual Sysco customer and the Supplier).
Confidential Information	means any information disclosed by Sysco to the Supplier or gained by the Supplier as a result of an Order or otherwise in the course of its discussions with the Supplier, including but not limited to the existence of any contractual arrangements between the Supplier and Sysco, the name of any customer(s) to whom Sysco is reselling the Products, details regarding the specification, ingredients, recipes or pricing of the Products, the business, affairs, customers, clients, suppliers, plans, intentions, market opportunities, operations, processes, systems, designs, trade secrets or software of Sysco, Sysco or its Affiliates, along with any information or analysis derived from Confidential Information and any other information that is marked as confidential or is reasonable to consider is of a confidential nature.
Data Protection Laws	means 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), as amended.
GTIN	means a Global Trade Item Number (GTIN), being a unique and internationally recognised identifier for a product (i.e. a product code). The GTIN will appear next to the barcode on the Product's packaging.
Intellectual Property Rights	means any patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how) 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.

Nominated Products	means any Products that Sysco has agreed to source from the Supplier and distribute to a mutual customer of Sysco and the Supplier, at the specific request of the customer.
Order	means an order for Products placed by Sysco.
Products	means the materials, products, packaging and/or services (as appropriate) which are described in Sysco's Order or otherwise supplied to Sysco.
Specification	means the specification, including full particulars of all ingredients, allergens and nutritional information, of the Products detailed in the Commercial Terms and the Technical Requirements or otherwise agreed in writing with Sysco or approved by Sysco when listing the Product. For clarity, in the case of Nominated Products the Specification is agreed between the Supplier and the parties' mutual customer.
Supplier	means the person, firm or company to whom an Order is addressed.
Supplier Charter	means the most up to date version of Sysco's supplier charter document relevant to the individual Sysco trading division, available on request or online from the individual trading division (sometimes referred to as the "Working With Us" document).
Sysco	means Sysco GB Limited (registered company number 02035315) whose trading divisions include without limitation Sysco, Brakes, Fresh Direct, Kff, Medina Foodservice, Country Choice, Brakes Catering Equipment, M&J Fresh Seafood, Fresh Kitchen, Wild Harvest and Roots, and/or any Affiliate of Sysco GB Limited, including Campbell's Prime Meat Limited (registered company number SC051565) and Fairfax Meadow Europe Limited (registered company number 04770072).
Sysco Own Brand Products	means all products supplied to Sysco (whether as ingredients or finished products) which will be packaged and sold by Sysco under a trade mark or name belonging to or associated with Sysco (or its Affiliates).
Technical Requirements	means the technical standards and requirements document relating to the Products and their manufacture, storage and distribution issued by Sysco from time to time to the Supplier.
Terms and Conditions	means the Commercial Terms, the Technical Requirements, these Terms and Conditions, the Supplier Charter and any other documents referred to in any of the above. For the avoidance of doubt, if there is any conflict between these documents the documents will be interpreted in the above order of precedence.
Vendor Brand Products	all products supplied to Sysco which will be packaged and sold by Sysco under a trademark or name belonging to the Supplier (or any third party)

2 BASIS OF SUPPLY

2.1 These Terms and Conditions shall apply to the purchase of Products by Sysco from the Supplier. The Supplier's acknowledgement of the Order, commencement of work with regard to the Products, shipment or supply of the Products, whichever occurs first, shall be deemed to be the Supplier's acceptance of the Order. These Terms and Conditions apply 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.

2.2 The Supplier represents that it can supply the relevant Products to Sysco in accordance with these Terms and Conditions and the Supplier will accept any and all Orders placed by Sysco for the Products detailed in the Commercial Terms or for any other Products for which Sysco has agreed a price with the Supplier.

2.3 The Supplier acknowledges that it is not being appointed as an exclusive provider of any of the Products or services and Sysco may at any time procure the Products (or identical or similar products) from a third party. By appointing the Supplier or placing any Order, Sysco does not commit to purchasing any minimum volume of Products or services from the Supplier. Any volume targets that are referred to by Sysco and/or the Supplier are intended to be indicative only. Any exceptions to this Clause must be agreed in writing by a director (or other authorised person) of Sysco.

2.4 Subject always to any contractual supply period agreed between Sysco and the Supplier in the Commercial Terms, the Supplier must provide Sysco with a minimum of 12 weeks' notice, should it wish to cease supply of any existing Products to Sysco. For the avoidance of doubt, if the Supplier wishes to cease supply of any Products during any supply period agreed in the Commercial Terms, then Sysco's agreement in writing will be required.

3 PRODUCT & SERVICE WARRANTIES

3.1 The Supplier warrants that the Products shall:

(a) comply and conform with the Specification and the Technical Requirements, together with any other specifications, drawings, samples or other descriptions agreed between the Supplier and Sysco;

(b) comply with all applicable laws, regulations, British standard specifications and codes of practice (including general trade or other recognised regulations or specifications) relating to the supply and sale of the Products;

(c) be of the agreed quality, free from defects in material or workmanship and not be rendered injurious to health;

(d) wrapped, packaged and labelled appropriately so as to prevent damage or deterioration in delivery or storage;

(e) be labelled and packaged so as to comply with all prevailing and future legislation likely to come into force during the shelf life of the Products;

(f) be fit for the purposes for which they have been purchased by Sysco (and, where applicable, are likely to be purchased or used by a Sysco customer);

(g) not infringe the Intellectual Property Rights of any third party;

(h) be free from any third party lien, claim, title or interest;

(i) be free from any genetically modified material (or material derived from crops that have been genetically modified, including additives and flavourings) except (in the case of Vendor Brand Products) where otherwise agreed in writing between Sysco and the Supplier; and

(j) not have been subjected to any irradiation treatment (including any ingredients/raw materials used in the Products).

3.2 The Supplier shall ensure that it (including its subcontractors and its supply chain) will at all times: (i) comply with all applicable laws, statutes, regulations and industry codes from time to time in force (including, but not limited to, the Modern Slavery Act 2015, the Data Protection Legislation defined in Clause 20, and the Bribery Act 2010); (ii) establish and maintain appropriate business standards, procedures and controls to ensure compliance with all applicable legislation, environmental regulations, labour laws, and best practice in the Supplier's industry; (iii) comply with Sysco's business policies and codes, as may be amended from time to time, including Sysco's Supplier Code of Conduct (available at https://sysco.com/Suppliers/Supplier-Partnerships/Supplier-Resources.html or upon request).

4 PRODUCT INFORMATION & PACKAGING

4.1 The Supplier shall provide Sysco with any data relating to the Products which Sysco reasonably requires, including product ingredients, nutritional information and data relating to allergens to enable formulation of a comprehensive Specification for the Products and otherwise to

satisfy Sysco that appropriate legislative or regulatory requirements are complied with, such information to be provided as reasonably required by Sysco from time to time. The Supplier warrants and undertakes that all product information, including full particulars of all ingredients and allergens, is and shall be kept full, accurate and complete in all respects.

4.2 In the case of Sysco Own Brand Products:

(a) no changes shall be made to the agreed Specification without the prior written agreement of Sysco's Technical Department and Commercial or Procurement Manager; and

(b) the Supplier has and shall maintain membership with SEDEX (https://www.sedex.com/), unless otherwise agreed with Sysco in writing.

4.3 In the case of Vendor Brand Products:

(a) the Supplier shall register on all product data platforms required by Sysco, including without limitation Erudus (https://erudus.com/) and Assure, and shall be responsible for inputting all relevant Vendor Brand Product data onto the data platform and for any subscription charges;

(b) the Supplier shall provide Sysco with reasonable advance notice (and, in any event a minimum of 8 weeks' notice) of any changes to the Specification. Notice to be provided in writing to Sysco's Technical Department and Commercial or Procurement Manager and include: (i) details of the changes being made to the Specification; (ii) the date upon which the changes will take effect; and (iii) details of any new product codes or product identifiers.

(c) the Supplier shall ensure that the Specification held on the data platforms is accurate and always kept up to date. Where the Specification changes, the Supplier shall immediately update the data platforms to ensure they accurately reflect the Products being delivered to Sysco at any point in time.

4.4 If the Supplier makes any material changes to the Specification (including but not limited to the addition or removal of allergens) the Supplier shall assign a new unique product identifier or GTIN to the changed Product.

4.5 Sysco shall not be responsible for verifying the ingredients (including allergens) contained in any of the Products and the Supplier shall be responsible if the Products do not conform with the agreed Specification or for any labelling errors made by it or its suppliers. The Supplier shall remain responsible for any failure by it to supply any such Products with correct product information and labelling.

4.6 Where relevant, the Supplier shall pay the artwork charges detailed in the applicable Supplier Charter unless otherwise agreed by Sysco in writing. Any artwork charges may be amended by Sysco upon reasonable notice to the Supplier.

4.7 In the event that in anticipation of Orders the Supplier has produced Products or packaging which bear Sysco's labelling or any other reference to Sysco, its products or services which Sysco notifies the Supplier in writing are in excess of its requirements, the Supplier may dispose of such Products or packaging to third parties but only after it has removed Sysco's labelling and any other reference to Sysco, its products or services from such Products or packaging.

5 E-COMMERCE

5.1 The Supplier shall ensure that its systems are fully compatible with Sysco's e-commerce systems and technology platforms from time to time.

5.2 Where required by Sysco, the Supplier will register on Sysco's Supplier Information Management (SIMS) portal and subscribe to Sysco's isupply! web portal to enable it to receive purchase orders, sales history, delivered service performance information, inventory visibility and any self-billing documents relating to consolidation and/or consignments. The Supplier agrees to execute any further terms and conditions relating to any such web portal. It is the

responsibility of the Supplier to ensure its account details for any such web portal remain up to date and accurate and that the assigned user(s) has authority to act on the Supplier's behalf. Access to the respective portals is subject to Sysco's website terms of use and acceptable use policy. Sysco reserves the right to refuse the service, terminate accounts or remove or edit content or functionality at any time.

5.3 The Supplier shall be fully liable for any and all subscription monies (and associated charges) payable in connection with any Sysco technology platforms, (including, without limitation, any isupply!, Assure or Erudus subscription charges).

6 SUPPLIER PREMISES

6.1 The Supplier's premises, equipment, machinery and other apparatus used in connection with the manufacture, storage and supply of Products will comply with the standards of cleanliness and hygiene required by any applicable laws and in line with good industry practice.

6.2 The Supplier shall ensure that all manufacturing premises that are used in the supply of Products to Sysco maintain: (i) in respect of Products intended for human consumption, 'B' or higher grade certification against the BRC Global Standard for food safety; and (ii) in respect of catering supplies and equipment, certification against the BRC Global Standard for consumer products, unless otherwise agreed in writing between Sysco and Supplier.

6.3 Sysco reserves the right for its employees or representatives to visit the Supplier's premises to verify at source that the Products conform with the Terms and Conditions. The Supplier shall provide Sysco with all facilities reasonably required for inspection and testing. Such inspection and testing shall not absolve the Supplier from liability or responsibility under the Terms and Conditions nor imply acceptance of any of the Products.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 The Supplier shall indemnify Sysco from and against any and all liability, actions, proceedings, claims, costs, expenses, losses or damage incurred by Sysco in relation to any actual or alleged infringement of any Intellectual Property Rights arising out of the sale or use of the Products provided always that the Supplier shall not be required to indemnify Sysco against such infringements where the Products are supplied to the particular design or specification of Sysco.

7.2 The use by the Supplier of any material in which the Intellectual Property Rights are vested in Sysco shall be limited solely to performance of the Order in accordance with Sysco's instructions.

7.3 Labels, packaging and any other materials bearing or subject to Sysco's name, trade mark or other Intellectual Property shall, upon termination or cancellation of an Order, be at Sysco's option either delivered up to Sysco carriage paid or destroyed.

7.4 All data, specifications, recipes or other materials supplied by or paid for by Sysco in connection with the supply of the Products (including the Intellectual Property Rights therein) shall be and remain the property of Sysco and the Supplier hereby waives any lien or other rights that it might otherwise have on or in respect of any such property.

7.5 Where Sysco commissions the Supplier under or in connection with the Order to create any work, design, concept, data, invention, recipe, new product or improvement, ownership of such deliverables including all Intellectual Property Rights therein shall vest in Sysco upon their creation and any right, title or interest which may be vested in the Supplier is hereby assigned to Sysco with full title guarantee, with the intent that all such Intellectual Property Rights created shall be the sole and absolute property of Sysco.

7.6 The Supplier shall on request give to Sysco the originals and copies of all deliverables of whatsoever nature in its possession or under its control belonging to Sysco pursuant to Clauses 7.4 and 7.5.

8 CONFIDENTIALITY

8.1 The Supplier undertakes that it shall not at any time disclose any Confidential Information to any third party whatsoever, provided that the Supplier may disclose the Confidential Information (i) to its employees who need to know such information for the purposes of carrying out its obligations to Sysco, provided that such employees are made fully aware of the confidential nature of the information and the Supplier remains at all times responsible for its employees' compliance with this Clause 8; and (ii) as may be required by law, court order or any government or regulatory authority.

8.2 The Supplier will not directly or indirectly disclose or use the Confidential Information for any purpose, other than to fulfil its obligations to Sysco under the Order. For the avoidance of doubt, the Supplier shall not otherwise make use of the Confidential Information for its own commercial benefit, for example by approaching, soliciting the business of or entering into a supply agreement (whether directly or indirectly) with any customer of Sysco whose details have been disclosed pursuant to the Order.

8.3 The Supplier shall immediately return to Sysco or destroy any Confidential Information upon the request of Sysco.

8.4 The Supplier shall not use the name of Sysco or any customer of Sysco for advertisement or publicity of any type, whether written or oral, without the prior written consent of Sysco.

8.5 The Supplier agrees that, in order to protect the Confidential Information of Sysco, it will not without Sysco's prior written consent, employ any senior member of Sysco's personnel for six months from the date on which they leave Sysco 's employment.

9 PRICING

9.1 The Product price shall be as agreed in the Commercial Terms and shall not be subject to any increase or additional levy unless agreed in writing by Sysco or, in the case of Nominated Products, as set out in Clause 12. Subject always to any fixed Product pricing agreed in the Commercial Terms, any price increase proposed by the Supplier must be agreed by Sysco three (3) months in advance of the application of such increases and the Supplier must provide satisfactory justification in support of such increases. Where applicable, any increases sought should be timed to coincide with the issue by Sysco of its own customer price lists. Alternatively, the Supplier can elect to cease supply of the Products in accordance with Clause 2.4.

9.2 For the avoidance of doubt, the price agreed between Sysco and the Supplier shall include all associated costs, including the cost of packaging, insurance, carriage of the Products, import taxes and any other trade duties or tariffs, unless otherwise agreed in writing between Sysco and the Supplier.

9.3 Where new product lines are introduced to Sysco's core listing, sales of these product lines shall be reviewed at the regular review meetings. In relation to the first three months of orders placed by Sysco, where stock is either returned to the Supplier or destroyed because it subsequently passes its best before date (whether this occurs before or after the three-month period) the Supplier shall underwrite the cost to Sysco of all such stock and any storage/disposal costs.

10 INVOICING & PAYMENT

10.1 All invoices must be validated against delivery notes. Sysco shall be under no obligation to accept or pay for any Products supplied other than in accordance with the Order and the Terms and Conditions. Invoices may not be issued prior to the date of delivery of the Products. All invoices must quote Sysco's purchase order number and the relevant Sysco product code(s) and be sent to Sysco at an address specified by Sysco. A signed delivery note will be made available on request.

10.2 In the event of a disputed invoice, Sysco may withhold payment of the full amount of the invoice pending agreement of the amount outstanding. Alternatively, Sysco may raise and forward to the Supplier a detailed debit note for the difference and deduct such amount from the invoice. Sysco may, at its discretion, charge an additional administration fee.

10.3 Save for Products delivered in accordance with Clause 10.10 below, if a signed delivery note does not accompany the Supplier's invoice and the quantity of Products to which the invoice relates is greater than the quantity of Products recorded in Sysco's copy of the delivery note, Sysco will raise and forward to the Supplier a detailed debit note for the value of the undelivered quantity of Goods and deduct such amount from the invoice. Sysco may, at its discretion, charge an additional £20 administration fee.

10.4 Unless otherwise previously agreed in writing, payment will be made by BACS. Subject to Clause 12 (Nominated Products), Sysco shall pay for the Products weekly, no earlier than 60 days from the date of invoice unless stated otherwise in the Commercial Terms.

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

10.6 Where an overrider or other financial agreement in the Commercial Terms requires additional information to be submitted by the Supplier to Sysco, in order to calculate and verify the amount due from the Supplier, the Supplier shall submit the relevant information in the required format by the agreed date. Late submission of information shall result in an administration charge of £500 per occasion.

10.7 If the Supplier does not supply an invoice for Products delivered within 6 months of the date of delivery Sysco shall not be obliged to make payment for the Products.

10.8 The Supplier shall ensure that Sysco is correctly notified at all times of the correct amount of VAT for each Product. The Supplier shall be liable for all costs incurred by Sysco as a result of the Supplier failing to notify Sysco of the correct VAT status or changes thereof.

10.9 The Supplier shall ensure that Sysco's Order number is clearly shown on all invoices, credit notes and other correspondence relating to the Order. All invoices and credit notes must be valid for VAT purposes.

10.10 Where Sysco requires the Supplier to deliver via Sysco's Depot Consignment operation, Sysco will make payment through Sysco's "self-billing" function, in accordance with delivery notes and the Supplier shall not submit invoices for such Products. The Supplier must return a signed copy of these Terms and Conditions, and the Sysco pro-forma self-billing agreement provided before any payment will be made. In the event that Sysco's self-billing payment is for an amount less than the agreed price of the Products to which it relates, the Supplier shall notify Sysco and, where such additional payment is validated by Sysco, Sysco shall raise a supplementary billing document for the difference.

10.11 Any Supplier queries relating to invoices, self-billing payments, or deductions made by Sysco from a payment to the Supplier must be made within 12 months of the date of delivery of the Products (or of the deduction being made). Queries raised outside this timeframe will not be considered by Sysco and Sysco shall not be obliged to make or adjust any payment in relation to those items.

11 DELIVERY

11.1 Unless otherwise agreed the Supplier shall deliver the Products to such destination as Sysco may direct. Each delivery shall be accompanied by a delivery note clearly marked with Sysco's Order number, the description and number of units of the Products, the unit size and, if appropriate, the best before date of all Products, as well as such other relevant information or paperwork required by the Terms and Conditions or by any applicable legislation or regulations, or as otherwise requested by Sysco.

11.2 The Supplier will deliver the Products to Sysco on a "DDP" (Delivered Duty Paid) basis unless otherwise agreed in writing.

11.3 Time is of the essence for an Order. If the Products are not delivered at the date and time specified in the Order, the Terms and Conditions or otherwise agreed between Sysco and the Supplier, Sysco may, without liability and without prejudice to any other rights or remedies it may have: (a) terminate the Order by notice to the Supplier effective upon receipt in respect of Products not yet shipped or services not yet rendered; (b) buy substitute Products elsewhere and recover from the Supplier any additional expenditure reasonably incurred; and (c) where an out of stock situation is created for Sysco due to the Supplier's failure to deliver the agreed quantity at the agreed time, seek appropriate recompense from the Supplier which may be based on the value of each lost sale to Sysco at Sysco's selling price. If the failure to deliver is to a manufacturing site, Sysco may also recover from the Supplier costs in relation to lost production time, wastage of other raw materials and/or any other costs due to this failure.

11.4 The Products will be delivered to the destination directed by Sysco at the risk of the Supplier who will maintain adequate insurance. Title and risk shall pass from the Supplier to Sysco at the point where the Products have been unloaded, checked and accepted on Sysco's behalf at the designated delivery point.

12 NOMINATED PRODUCTS

12.1 The price and Product Specification of any Nominated Products will be agreed directly between the Supplier and the parties' mutual customer. Any variation to the price of a Nominated Product, or any instruction to delist a Nominated Product, will only be accepted and actioned by Sysco on written instruction from Sysco's customer, subject to a minimum 14 days' written notice.

12.2 In the event that Sysco is required to participate in any rebate process in connection with any special pricing arrangement agreed between the Supplier and the parties' mutual customer, it may charge the Supplier an appropriate administration fee to cover its costs of doing so.

12.3 Subject to Clause 12.5, Sysco will pay the Supplier for Nominated Products in cleared funds, no earlier than 60 days from the date of invoice (such invoice not to be issued prior to the date of delivery).

12.4 Where the Sysco customer has made only part payment of total amounts invoiced by Sysco, monies received will be allocated first to the payment of Sysco wholesale debt and then to Nominated Product stock ordered on the customer's behalf.

12.5 Sysco may, at any time, withhold payment for Nominated Products where the relevant mutual customer has not paid Sysco for such Nominated Products for any reason (including, without limitation, where a deterioration in the customer's financial position or its insolvency results in non-payment in full). Where the customer fails to order or pay for any Nominated Product stock for any reason, the Supplier shall, at Sysco's option, either (a) collect such Nominated Product stock from Sysco, or (b) instruct Sysco to dispose of such stock, in each case at the Supplier's cost.

13 REJECTION

13.1 Without prejudice to any other rights it may have, if any of the Products or packaging is found to be defective or, in Sysco's reasonable judgment, to not comply with the Order or the Terms and Conditions (including without limitation the warranties at Clause 3), Sysco shall be entitled to reject those Products or any part of them irrespective of whether Sysco had initially accepted them. The whole of any consignment may be rejected if a reasonable sample of the Products taken randomly from that consignment is found in Sysco's reasonable judgment not to conform in every material respect with the aforementioned requirements.

13.2 Sysco will be entitled to return rejected Products to the Supplier (and the Supplier shall bear all risks and expenses related to the return of rejected Products including without limitation freight, duties and insurance) or Sysco may elect to store such Products at the Supplier's risk

subject to a storage charge payable by the Supplier for the period until collection by the Supplier or destruction by Sysco (and the costs of such destruction by Sysco shall be borne by the Supplier). In any event, Sysco shall be entitled to charge the Supplier for any costs or losses incurred by Sysco as a result of the rejection of Products.

13.3 In the event that rejected Products are returned to the Supplier, the Supplier shall ensure that any Sysco labelling and any other reference to Sysco, its products or services is removed from such Products prior to their subsequent disposal to any third party or otherwise.

13.4 Any acceptance by Sysco of Products which are in any way defective or which do not otherwise conform with the Terms and Conditions or any term implied by law shall be without prejudice to any rights or remedies which Sysco may have against the Supplier.

13.5 Except in the case of Nominated Products, where Products are rejected by Sysco pursuant to this Clause, then (at Sysco's sole discretion) Sysco may require the Supplier to immediately replace the rejected Products or Sysco may recover from the Supplier any costs it incurs in obtaining substitute Products from a third party. For the avoidance of doubt, the Terms and Conditions shall apply to any replacement Products supplied.

14 TERMINATION

14.1 Without prejudice to any of its other rights or remedies and without incurring any liability, Sysco may terminate an Order or any part thereof in the event that the Supplier commits a material breach of its obligations contained in the Terms and Conditions or any form of insolvency proceedings are commenced in respect of the Supplier. Upon receipt of a notice of termination from Sysco, the Supplier shall immediately stop and cause all of its suppliers and sub-contractors to stop all work under the Order or the part which has been terminated.

15 COMPLAINTS

15.1 Without prejudice to Clause 17 (Indemnity), where Products are found not to conform to the Terms and Conditions, any costs associated with complaints from customers relating to the Products which are dealt with by Sysco will be reimbursed by the Supplier in addition to such standard handling charge as Sysco may impose from time to time and all reasonable reimbursements or compensation provided to customers by Sysco. In the case of injury to customers or a serious complaint, the Supplier shall promptly provide Sysco with all assistance reasonably required by Sysco until the matter is resolved.

16 RECALLS/CLAIMS

16.1 The Supplier shall immediately inform Sysco of any actual or suspected food safety or quality issue which may affect the Products, whether discovered before or after delivery. Without prejudice to Clause 17 (Indemnity) in the event of a withdrawal of any of the Products due to any food safety or quality issue, or a Product recall required by the Supplier or reasonably determined to be necessary by Sysco, the Supplier shall be responsible to Sysco for all costs, losses and expenses incurred by Sysco including without limitation loss of profit on sales, administration, recall and disposal/return expenses and any other consequential costs which may be incurred.

17 INDEMNITY

17.1 The Supplier shall defend, indemnify and hold Sysco and its Affiliates harmless against any and all demands, damages, claims, liabilities, losses, costs and expenses (including legal expenses on a full indemnity basis) arising out of or resulting from:

(a) 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 Products;

(b) the breach, negligent performance or failure or delay in performance of the Terms and Conditions by the Supplier, its employees, agents or subcontractors;

Notwithstanding the above, where required by Sysco the Supplier shall sign Sysco's Hold Harmless Agreement as provided.

18 INSURANCE

18.1 The Supplier shall maintain in force with an insurance company of good repute, product liability and public liability insurance in the minimum sum of £10 million pounds each, or such other sum as may be agreed, in respect of any one incident and in the event that the Supplier fails to do so Sysco may effect such insurance and charge the cost of the same together with an administrative charge of 5% to the Supplier.

19 ANTI-CORRUPTION AND BRIBERY; ANTI-FRAUD; ANTI-FACILITATION OF TAX EVASION

19.1 As a matter of corporate policy and as strictly prohibited under the Sysco Supplier Code of Conduct, Sysco expressly prohibits payments or offers of bribes and/or facilitation payments in connection with Sysco's business operations by any supplier or agent engaged to provide products or services to Sysco.

19.2 The Supplier undertakes and agrees that it and its Affiliates will comply with the Sysco Supplier Code of Conduct and with all applicable laws, rules and regulations relating to anti-corruption and anti-money laundering including, without limitation, the Bribery Act 2010 and will not engage in any activity, practice or conduct which would constitute (i) fraud, including but not limited to a fraud offence under section 199(6) of the Economic Crime and Corporate Transparency Act 2023, (ii) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017, or (iii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.

19.3 The Supplier shall ensure that any person associated with the Supplier who is performing services or providing Products in connection with an Order 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 19. The Supplier shall be directly liable for any breach by such persons of this Clause 19.

19.4 The Supplier shall notify Sysco promptly upon discovery of any suspected or actual breach of this Clause 19, or where the Supplier has reason to believe that it has received a request or demand to (i) commit a fraud offence within the meaning of section 199(6) of the Economic Crime and Corporate Transparency Act 2023 or (ii) facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of its obligations under the Terms and Conditions or in connection with an Order.

19.5 The Supplier shall establish, maintain and enforce its own reasonable policies and procedures to prevent the commission of fraud and the facilitation of tax evasion by persons including, without limitation, employees of the Supplier and to ensure compliance with this Clause 19. The Supplier shall, if requested, cooperate with and provide reasonable assistance to Sysco to enable Sysco to investigate, or to respond to any requests from a government department or agency to investigate, an alleged offence under this Clause 19.

20 DATA PRIVACY

20.1 The parties acknowledge that under these Terms and Conditions 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 shall promptly put in place written processor terms that comply with the Data Protection Laws.

20.2 For the purposes of these Terms and Conditions each party agrees to:

a) comply with the Data Protection Laws in the performance of their obligations under these Terms and Conditions;

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 these Terms and Conditions 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.

20.3 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.

21 PLASTIC PACKAGING TAX

21.1 The Supplier shall comply with all of its liabilities with regard to the Plastic Packaging Tax under the Finance Act 2021.

21.2 With regard to the composition of plastic packaging in Products sold to Sysco, the Supplier shall provide to Sysco any information Sysco reasonably requires from time to time and will promptly notify Sysco of any changes.

21.3 The Supplier shall indemnify the Customer against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Supplier as a result of any breach of this Clause 21 by the Supplier.

22 ENVIRONMENTAL, SUSTAINABILITY AND GREEN DATA

22.1 In this Clause:

a) “**Environmental Law**” means all applicable laws, regulations, standards and codes of practice relating to environmental protection, climate change, sustainability, pollution, waste, resources or emissions.

b) “**Green Claims**” means any statement, representation or disclosure relating to environmental, sustainability, climate, carbon, emissions, net zero, deforestation, biodiversity, recyclability or similar matters.

c) “**Sustainability Data**” means any environmental, sustainability or ESG-related data, information, metrics or disclosures provided by or on behalf of the Supplier in connection with the Products.

22.2 The Supplier warrants and represents that:

a) The manufacture, supply, packaging and delivery of the Products will comply with all applicable Environmental Laws and will not violate any Environmental Law or give rise to remediation, enforcement or regulatory action;

b) All Sustainability Data and Green Claims provided to the Sysco are: true, accurate and not misleading; based on appropriate, verifiable and consistently applied methodologies; and supported by reasonable evidence and records maintained by the Supplier;

c) No Sustainability Data or Green Claim omits any information which would make it misleading or constitute greenwashing;

22.3 The Supplier shall promptly notify Sysco if it becomes aware that any Sustainability Data or Green Claim previously provided was inaccurate or misleading when made, or has become inaccurate or misleading due to changed circumstances.

22.4 The Supplier shall provide such additional information or clarification as Sysco may reasonably require to verify or substantiate its Sustainability Data or Green Claims and shall retain reasonable supporting records for a minimum of six years. On reasonable notice, the Supplier shall permit Sysco (or its advisers) to review such records solely for the purpose of verifying compliance with this Clause.

22.5 The Supplier shall indemnify and keep indemnified Sysco from and against all losses, liabilities, damages, costs, claims, fines, penalties and expenses arising out of or in connection with any breach of this Clause, any inaccurate, misleading or unsubstantiated Sustainability Data or Green Claim supplied by or on behalf of the Supplier, or any reliance by Sysco on such Sustainability Data or Green Claims for regulatory, reporting, marketing or customer purposes.

22.6 A breach of this Clause shall constitute a material breach under Clause 14.

23 EU DEFORESTATION REGULATION

23.1 The Supplier warrants and represents that all Products supplied to Sysco that fall within the scope of Regulation (EU) 2023/1115 on deforestation-free supply chains ("**EUDR**") are fully compliant with all applicable requirements of the EUDR, including but not limited to:

a) Ensuring that they are deforestation-free, meaning they have not been produced on land subject to deforestation after 31 December 2020, and that they have been produced in accordance with the relevant legislation of the country of production;

b) Maintaining and providing complete and accurate geolocation data and other documentation required to verify the origin and traceability of the Products;

c) Ensuring that any Due Diligence Statement ("DDS") required by the EUDR in relation to the Products has been submitted by the Supplier or its upstream suppliers and that it complies with EUDR requirements.

23.2 The Supplier shall maintain all systems, processes and records necessary to demonstrate compliance with the EUDR, including geolocation files, producer-level documentation, supply-chain traceability evidence, risk assessments and risk mitigation measures, for the period required by the EUDR. The Supplier shall make such records available to Sysco upon request.

23.3 Where instructed, the Supplier shall input data directly into Sysco's EUDR data management platform OSAPIENS (or equivalent). The Supplier warrants that all information supplied to OSAPIENS and/or the EU TRACES NT information system (or equivalents) is complete and accurate.

23.4 Sysco reserves the right to audit the Supplier's due diligence processes and request independent verification of compliance with the EUDR. The Supplier shall fully cooperate with such audits and provide access to relevant records upon request. The Supplier shall complete all necessary customs declarations.

23.5 In the event of actual or potential non-compliance with this Clause or with the EUDR, the Supplier shall immediately inform Sysco and, where applicable, provide Sysco with full cooperation and take prompt corrective measures as instructed. The Supplier shall indemnify and keep indemnified Sysco from and against any and all losses, liabilities, damages, costs, claims, fines, penalties and expenses incurred by or awarded against Sysco as a result of any non-compliance by the Supplier with this Clause 23.

23.6 Without prejudice to any of its other rights or remedies and without incurring any liability Sysco may suspend or terminate any Order or Product Contract for any actual or reasonably suspected non-compliance by the Supplier with this Clause 23 or the EUDR.

24 GENERAL

24.1 The Terms and Conditions (and any documents referred to in the Terms and Conditions) constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter.

24.2 The Supplier shall not assign or transfer its rights or obligations under the Terms and Conditions, or sub-contract the production or supply of any Products without the prior written consent of Sysco.

24.3 Neither Sysco's failure to insist on the performance of any of these Terms and Conditions, nor its failure to exercise any right or privilege, nor its waiver of any breach hereunder, shall be deemed to be a waiver of any of these Terms or Conditions.

24.4 Sysco's signature of receipt, inspection, testing, payment for or use of the Products furnished under an Order shall not affect the Supplier's obligations under the warranties contained in these Terms and Conditions which shall survive Sysco's inspection, testing, acceptance and/or use.

24.5 The rights and remedies provided by these Terms and Conditions are cumulative and are not exclusive of any rights or remedies provided by law.

24.6 The parties do not intend that these Terms and Conditions will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

24.7 If any provision or part-provision of these Terms and Conditions 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 these Terms and Conditions.

24.8 Sysco reserves the right to amend these Terms and Conditions from time to time. A copy of the latest version is available on request, or on the relevant Sysco trading division website and/or web portal.

24.9 These Terms and Conditions shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts over any claim or matter arising under or in connection with these Terms and Conditions.

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