

## **1 Interpretation**

### **1.1 Definitions:**

<b>Anti-Slavery Policy</b>	the Customer's Modern Slavery and Human Trafficking Statement, as amended from time to time.
<b>Business Day</b>	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
<b>Business Hours</b>	the period from 8am to 5pm on any Business Day.
<b>Conditions</b>	the terms and conditions set out in this document as amended from time to time in accordance with clause 18.3.
<b>Contract</b>	the contract between the Customer and the Supplier for the sale and purchase of the Goods in accordance with these Conditions.
<b>Customer</b>	means B M Foods Limited (company no 04626117); Winning Blend Limited t/a Welsh Pantry (company no 02590412); or Edgmond Foods Limited (company no 02518560) as specified in the Order.
<b>Customer Materials</b>	all materials provided by the Customer to the Supplier, including files containing packaging artwork and designs.
<b>Delivery Date</b>	the date specified in the Order, or, if none is specified, within 7 days of the date of the Order.
<b>Delivery Location</b>	the address for delivery of the Goods as set out in the Order.
<b>Goods</b>	the goods (or any part of them) set out in the Order.
<b>IPR</b>	all intellectual property rights of whatever nature throughout the world (including copyright, registered and unregistered design rights, trademark rights, registered and unregistered patent rights, trade secrets and know-how).
<b>Losses</b>	all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and [reasonable] professional costs and expenses).
<b>Mandatory Policies</b>	the Customer's business policies and codes listed in Schedule 1, as amended from time to time.

<b>Order</b>	the Customer's order for the Goods, as set out in the Customer's purchase order form in the Customer's purchase order form or the Customer's written acceptance of the Supplier's quotation as the case may be].
<b>Relevant Requirements</b>	all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
<b>Specification</b>	any specification for the Goods that is agreed in writing by the Customer and the Supplier.
<b>Supplier</b>	the person or firm from whom the Customer purchases the Goods as set out in the Order.

## 1.2 **Interpretation:**

- 1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a party includes its [personal representatives,] successors and permitted assigns.
- 1.2.3 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.
- 1.2.4 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.
- 1.2.5 A reference to **writing** or **written** includes email.

## 2 **Basis of contract**

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or that are implied by law, trade custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions.
- 2.3 The Order shall be deemed to be accepted on the earlier of:
  - 2.3.1 the Supplier issuing a written acceptance of the Order; and
  - 2.3.2 the Supplier doing any act consistent with fulfilling the Order,
at which point and on which date the Contract shall come into existence.
- 2.4 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

### **3 Goods**

- 3.1 The Supplier shall include in any Specification sufficient details to enable a retail specification to be completed for each SKU, including:
  - 3.1.1 manufacturing and packing sites used;
  - 3.1.2 country of origin;
  - 3.1.3 allergens and meat species handled on the manufacturing site; and
  - 3.1.4 third party certification status of the Site.
- 3.2 The Supplier shall also notify the Customer of the animal species products processed at the manufacturing site referred to in the Specification.
- 3.3 The Supplier shall not without the prior written agreement of the Customer:
  - 3.3.1 amend the Specification; nor
  - 3.3.2 process any animal species products at the manufacturing site referred to in the Specification other than those notified to the Customer in accordance with clause 3.2.
- 3.4 The Supplier shall keep the Specification confidential in accordance with clause 15.
- 3.5 The Supplier shall ensure that the Goods:
  - 3.5.1 correspond with their description and any applicable Specification;
  - 3.5.2 are 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 the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement; and
  - 3.5.3 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.6 The Supplier shall ensure that it has and at all times maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

### **4 Delivery**

- 4.1 The Supplier shall ensure that:
  - 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
  - 4.1.2 each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the Order number (if any), 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; and
  - 4.1.3 if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such

packaging material shall be returned to the Supplier at the cost of the Supplier.

- 4.2 The Supplier shall deliver the Goods:
  - 4.2.1 on the Delivery Date;
  - 4.2.2 at the Delivery Location; and
  - 4.2.3 during Business Hours, or as instructed by the Customer.
- 4.3 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 If the Supplier:
  - 4.4.1 delivers less than [95]% of the quantity of Goods ordered, the Customer may reject the Goods; or
  - 4.4.2 delivers more than [105]% of the quantity of Goods ordered, the Customer may reject the Goods or the excess Goods, and return any rejected Goods to the Supplier at the Supplier's risk and expense.

If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

- 4.5 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. If delivery of the Goods by instalments is agreed, the Supplier shall invoice and the Customer shall pay each instalment separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle the Customer to the remedies set out in clause 5.

## **5 Customer remedies**

- 5.1 If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings set out in clause 3.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Customer may exercise any one or more of the following rights and remedies:
  - 5.1.1 to terminate the Contract;
  - 5.1.2 to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
  - 5.1.3 to require the Supplier to replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
  - 5.1.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
  - 5.1.5 to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party; and
  - 5.1.6 to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

- 5.2 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 5.3 The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

## **6 Title and risk**

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

## **7 Price and payment**

- 7.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence.
- 7.2 The price of the Goods:
- 7.2.1 excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
  - 7.2.2 includes the costs of packaging, insurance and carriage of the Goods.
- 7.3 No extra charges shall be effective unless agreed in writing with the Customer.
- 7.4 The Supplier may invoice the Customer for the price of the Goods plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery pursuant to clause 4.3. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Customer's order number, the Supplier's VAT registration number and any supporting documents that the Customer may reasonably require.
- 7.5 Unless otherwise agreed in writing, the Customer shall pay correctly rendered invoices within 30 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.
- 7.6 If a party fails to make a payment due to the other party under the Contract by the due date, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.6 will accrue each date at 2% a year above the Bank of England's base rate from time to time. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from 30 days after the dispute is resolved until payment.
- 7.7 The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer 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, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

## **8 Indemnity and liability**

- 8.1 The Supplier shall indemnify the Customer against all Losses incurred by the Customer as a result of:

- 8.1.1 any claim that the supply, receipt or use of the Goods [(excluding the Customer Materials)] infringes the intellectual property rights of any third party;
  - 8.1.2 any claim by a third party for death, personal injury or damage to property arising out of or in connection with defective Goods supplied by the Supplier, to the extent that the defect is attributable to the acts or omissions of the Supplier; and
  - 8.1.3 any claim by a third party arising out of or in connection with the supply of the Goods, to the extent that the claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier.
- 8.2 To the fullest extent permitted at law:
- 8.2.1 the Customer excludes all liability to the Supplier whether in contract, tort (including negligence) or otherwise for any loss of profit, loss of goodwill, loss of data, loss of anticipated savings (even when advised of the same) or any indirect or consequential loss; and
  - 8.2.2 subject to clause 8.2.1, the Customer's maximum aggregate liability under any circumstances in relation to each Order, shall be limited to the greater of the price attributable to that Order or £50,000.

## **9 Insurance**

During the term of the Contract and for a period of 6 years afterwards, 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 produce to the Customer on demand evidence confirming the contractually required level of cover is in place and the receipt for the then current premiums.

## **10 Compliance with relevant laws and policies**

- 10.1 In performing its obligations under the Contract, the Supplier shall comply with:
  - 10.1.1 all applicable laws, statutes, regulations and codes from time to time in force; and
  - 10.1.2 the Mandatory Policies.
- 10.2 Breach of clause 10.1 shall be deemed a material breach, which is irremediable, under clause 14.2.1.

## **11 Anti-slavery and human trafficking**

- 11.1 In performing its obligations under the agreement, the Supplier shall:
  - 11.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force (**Anti-Slavery Laws**) including but not limited to the Modern Slavery Act 2015;
  - 11.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales;
  - 11.1.3 comply with the IFG Slavery and Human Trafficking Statement 2025

- 11.1.4 include in contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 11;
  - 11.1.5 notify the Customer as soon as it becomes aware of any actual or suspected breach of clause 11.1.1 and clause 11.1.2; and
  - 11.1.6 maintain a complete set of records to trace the supply chain of all Goods provided to the Customer in connection with this agreement.
- 11.2 The Supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 11.3 Breach of this clause 11 could be deemed a material breach, which is irremediable, under clause 14.2.1.

## **12 Anti-bribery and anti-corruption**

- 12.1 The Supplier shall during the term of this agreement:
- 12.1.1 comply with the Relevant Requirements;
  - 12.1.2 establish, maintain and enforce its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements;
  - 12.1.3 promptly notify the Customer (in writing) if it becomes aware of any breach of clause 12.1.1, or has reason to believe that it has received a request or demand for any undue financial or other advantage;
  - 12.1.4 immediately notify the Customer (in writing) if a foreign public official becomes an officer or employee of the Supplier[or acquires a direct or indirect interest in the Supplier and the Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of the Contract;
  - 12.1.5 on request certify to the Customer in writing signed by an officer of the Supplier, compliance with this clause 12 by the Supplier and all persons referred to in clause 12.1.4. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.
- 12.2 The Supplier shall ensure that its agents, consultants, contractors, subcontractors and any other persons engaged in performance of the Supplier's obligations under this agreement do 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 12 (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 the Customer for any breach by such persons of any of the Relevant Terms.
- 12.3 Breach of this clause 12 shall be deemed a material breach under clause 14.2.1.
- 12.4 For the purpose of this clause 12, 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.

### **13 Audit**

13.1 Subject to clause 13.2, the Customer (or its representatives) may during Business Hours:

13.1.1 enter and inspect the Supplier's premises and systems; and

13.1.2 inspect, audit and take copies of relevant records, and other documents as necessary,

to verify the Supplier's compliance with this agreement.

13.2 The Customer shall give at least 10 Business Days' notice to the Supplier of any audit or inspection under clause 13.1, except where the Customer knows or suspects that there are material issues with the Supplier's compliance with the terms of this Contract, in which case no notice is required.

13.3 The Supplier shall complete a Supplier Assessment Questionnaire on an annual basis as requested by the Customer to verify Food Safety, Ethical and Environmental performance.

### **14 Termination**

14.1 The Customer may terminate the Contract in whole or in part at any time before delivery of the Goods with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

14.2 Without affecting any other right or remedy available to it, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:

14.2.1 the Supplier 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 30 days after being notified in writing to do so;

14.2.2 the Supplier takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 14.2.2;

14.2.3 the Supplier suspends or ceases, or threatens to suspend or cease, carrying on business;

14.2.4 the Supplier'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; or

14.2.5 there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010).

14.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to

claim damages in respect of any breach of the Contract which existed at or before the date of termination.

- 14.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

## **15 Confidentiality**

- 15.1 Each party undertakes that it shall not at any time during the Contract and for a period of 2 years after termination 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 15.2.

- 15.2 Each party may disclose the other party's confidential information:

15.2.1 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 or in connection with 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 15; and

15.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 15.3 Neither party may 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.]

## **16 Customer Materials**

- 16.1 The Customer and its licensors shall retain ownership of all IPR in the Customer Materials. The Customer grants to the Supplier a non-exclusive, royalty-free, non-transferable licence to use, copy and modify the Customer Materials during the Term for the sole purpose of providing the Goods to the Customer in accordance with this agreement. The Supplier cannot sublicense the Customer Materials to any third party without the Customer's prior written consent.

- 16.2 The Supplier shall promptly return the Customer Materials to the Customer on demand.

## **17 Force majeure**

Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 30 days, the party not affected may terminate the Contract by giving not less than 30 days' written notice to the affected party. For the avoidance of doubt a force majeure event does not include labour disputes, or acts or omissions the Supplier or its sub-contractors.

## **18 General**

- 18.1 **Assignment and other dealings**

- 18.1.1 The Customer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
- 18.1.2 The Supplier shall not assign, transfer, mortgage, charge, subcontract, 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 the Customer.
- 18.2 **Entire agreement.**
- 18.2.1 The Contract constitutes the entire agreement between the parties.
- 18.2.2 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 has no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Contract.
- 18.3 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Customer (or its authorised representative).
- 18.4 **Waiver.**
- 18.4.1 Except as set out in clause 2.4, 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.
- 18.4.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.
- 18.5 **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 or part-provision of the Contract is deemed deleted under this clause 18.5, 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.
- 18.6 **Notices.**
- 18.6.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- (a) delivered by hand or by next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - (b) sent by email to the email addresses specified in the Order.
- 18.6.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;

- (b) if sent by next working day delivery service, at 9am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

18.6.3 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.

18.7 **Third party rights.** 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.

18.8 **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.

18.9 **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.

## **Schedule 1- CUSTOMER'S MANDATORY POLICIES**

The Mandatory Policies are:

- Supplier Assurance and Sustainable Procurement Policy
- Palm Oil Sourcing Policy
- IFG Slavery and Human Trafficking Statement 2025