



FULLER SMITH & TURNER P.L.C.

STANDARD TERMS & CONDITIONS

THESE STANDARD TERMS AND CONDITIONS APPLY WHENEVER FULLER'S PLACES ORDERS FOR GOODS / DELIVERABLES AND/OR SERVICES USING FULLER'S THEN CURRENT FORM OF PURCHASE ORDER.

1 INTERPRETATION

1.1 In these terms, unless expressly stated to the contrary:

Business Day means a day other than a Saturday or Sunday or public holiday in England and Wales;

Confidential Information of a party shall mean all information, in whatever form, made available by or otherwise emanating from that party (or its associated companies) in connection with the Contract. In the case of Fuller's, its Confidential Information shall include information relating to the design of the Goods and the provision of the Services and all Specifications prepared by or on behalf of Fuller's and all information derived from any of them. Confidential Information shall not include information which:

- (a) at the time of disclosure is in the public domain;
- (b) after disclosure becomes part of the public domain otherwise than by breach by a party of the provisions of the Contract;
- (c) was already in the possession of the receiving party at the time of disclosure;
- (d) was received by the receiving party after disclosure from a third party who was not required to hold it in confidence; or
- (e) is trivial and/or obvious;

Contract means each agreement for the supply of Goods and/or Services, as referred to in clause 2;

Delivery means delivery of the Goods as more particularly defined in clause 5.1;

Delivery Address means the delivery address (if any) specified in the Contract, or if none, any other address required by Fuller's;

Goods means the goods or materials (including any instalment of them or any part of them) described in the Contract or delivered as part of or ancillary to the Services;

Fuller's means Fuller Smith & Turner P.L.C. (registered no 00241882) whose registered office is at Pier House, 86-93 Strand on the Green, London, W4 3NN;

Fuller's Code of Conduct means Fuller's code of conduct applicable to all suppliers to Fuller's available at www.fullers.co.uk/corporate/suppliers as updated from time to time;

Fuller's EDI Guidelines means Fuller's guidelines applicable to suppliers which use Fourth's Tradesimple EDI in connection with their supply of Goods to Fuller's as available at www.fullers.co.uk/corporate/suppliers as updated from time to time;

Fuller's Group means Fuller's and its direct or indirect subsidiary and "subsidiary" shall have the meanings ascribed to them in section 1159 of the Companies Act 2006;

Insolvency Event means any corporate action, application, petition, order, proceeding or appointment or other step is taken or made by or in respect of the Seller for any composition, compromise or arrangement with any of its creditors generally, any restructuring plan, scheme of arrangement, voluntary arrangement or moratorium, its winding-up (other than for the purpose of a bona fide scheme of solvent reconstruction or amalgamation), dissolution, administration, bankruptcy or receivership or the appointment of a receiver or manager over all or any part of its undertaking, assets or income, or if it is unable to pay its debts as they fall due, or if it ceases to trade or if a distress, execution or other legal process is levied against any of its assets which is not discharged or paid out in full within three Business Days or if any event analogous to any of the foregoing shall occur in any jurisdiction in which the Seller is incorporated, resident or carries on business;

Intellectual Property Rights means all intellectual and industrial property rights, including patents, rights in registered and unregistered trade marks (including domain names), rights in registered and unregistered designs, utility models, trade or business names, confidential information, trade secrets, know-how, database rights, topography rights, plant breeder varieties rights, passing-off rights, and copyright (including moral rights), performer protection rights or other industrial, intellectual or commercial rights (including rights in any invention, discovery or process), and applications for registration of any of the foregoing, and the right to apply therefor, in each case in any part of the world;

Order means Fuller's purchase order or EDI for the Goods or Services as referred to in clause 2 below, which is subject to these terms;

Personnel Costs means all salaries, wages, bonuses, commission, expenses, allowances, pension contributions, holiday pay, sick pay, maternity pay, paternity pay, adoption pay, shared parental pay, payments for and the costs of benefits, notice pay, redundancy pay (whether statutory or contractual), season ticket loans, national insurance contributions, tax, apprenticeship levy and other remuneration or similar liabilities;

Seller means the person to whom the Order is addressed, unless otherwise stated in the Contract;

Seller Personnel means all employees, officers, staff, workers, agents, individual contractors and consultants of the Seller or any Seller's Contractor, who are or were engaged in or assigned to the provision of the Services, or any part of the Services, from time to time;

Services means the services (if any) described in the Contract or provided ancillary to the sale of the Goods;

Specification means the specification of the Goods and/or Services including any plans, samples, drawings, data or other information relating to them;

Warranty Period means the longer of (i) 12 months from Fuller's acceptance of the Goods; (ii) any period specified as such in the Contract; or (iii) any period implied by law during which the Goods should remain of satisfactory quality;

Writing includes email and comparable means of communication, and specifically excludes facsimile.

- 1.2 References to regulations, statutes or other statutory provisions shall be construed to include references to those regulations, statutes or provisions as amended, re-enacted or modified from time to time and shall include any subordinate legislation under the relevant statute or statutory provision.
- 1.3 The headings in these terms are for ease of reference only and shall not in any way affect their construction or interpretation.
- 1.4 Words denoting the singular include the plural and vice versa; words denoting any one gender include all genders and vice versa and reference to a person shall include an individual, partnership, body corporate and unincorporated association.
- 1.5 References to any party shall include its personal representatives, lawful successor in title and permitted assigns.
- 1.6 Any words or phrases following the expression "include", "including" and "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those expressions where a wider interpretation is possible. . Any words or phrases preceding the expression "other", "otherwise" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term following those expressions where a wider interpretation is possible.

2 **ORDERS AND CONTRACTS**

- 2.1 Each Order constitutes an offer by Fuller's to purchase the Goods and/or acquire the Services. An Order may be revoked or amended by Fuller's at any time prior to the Seller's acceptance. Acceptance of an Order by the Seller shall take place whenever it is expressly accepted or confirmed by the Seller in writing or by any other conduct which is consistent with acceptance. If the Seller refuses to accept an Order, it shall notify Fuller's promptly and in any event within one Business Day, in the absence of which, the Order shall be deemed to be accepted. Upon acceptance, a binding Contract shall exist to supply the Goods and/or Services which are the subject of the Order.
- 2.2 The Contract shall comprise these terms, Fuller's Code of Conduct, Fuller's EDI Guidelines and any additional terms agreed in Writing as applicable. The Seller shall sell, and Fuller's shall purchase, the Goods and/or Services in accordance with the Contract and the terms of the Contract shall apply to the exclusion of any other terms and conditions of the Seller.
- 2.3 No variation of these terms or any Contract shall be effective unless it is made in Writing and signed by duly authorised representatives of both parties (save for updates to Fuller's documents, policies, guidelines or codes incorporated by reference or changes as set out in the Order). For the purposes of this clause, the expression "variation" includes any supplement, deletion or replacement however effected.
- 2.4 The Seller undertakes and represents that it shall comply with (i) Fuller's Code of Conduct and (ii) Fuller's EDI Guidelines (to the extent applicable).

- 2.5 If any Contract contains provisions which are inconsistent with, or conflict with these terms, those provisions will prevail over these terms to that extent except (i) nothing shall prevail over clauses 8 and 9 unless the provision expressly refers to those clauses and states that it prevails over them to the extent that it contradicts them; (ii) no standard terms of the Seller shall form part of any Contract unless the intention to incorporate such Seller's terms and to override these terms wholly or in part is clearly expressed in Writing and signed by duly authorised representatives of both parties.

3 PRICE

- 3.1 The price of the Goods and/or Services shall be as stated in the Contract. Prices shall be invoiced in sterling unless agreed otherwise in the Contract.
- 3.2 The price shall be exclusive of any applicable value added tax (which shall be payable by Fuller's subject to receipt of a valid VAT invoice).
- 3.3 The price shall be inclusive of all charges for packaging, packing, import/export clearances, shipping, carriage, insurance, delivery, unloading and unpacking to the Delivery Address and any duties, tariffs, imposts or levies, other than value added tax.
- 3.4 The Seller shall be responsible for obtaining all required export and import clearances and any other documentation necessary for the delivery of the Goods or performance of the Services.
- 3.5 No increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of Fuller's in writing.
- 3.6 Invoices must contain such information, and be sent to such addressee(s) and address(es) as are notified to the Seller from time to time.

4 TERMS OF PAYMENT

- 4.1 The Seller shall not be entitled to invoice Fuller's until after Delivery and acceptance of the Goods or performance and acceptance of the Services.
- 4.2 Invoices for Goods and/or Services supplied in accordance with the Contract shall be paid by no later than the end of the month following the date of receipt by Fuller's of the invoice.
- 4.3 Fuller's shall be entitled (but not obliged) to set off any liability of the Seller to Fuller's against any liability of Fuller's to the Seller (in either case however arising).
- 4.4 Any sums payable by Fuller's hereunder which remain outstanding after the agreed date for payment shall carry interest (both before and after judgment in respect thereof) on a daily basis at an annual rate equal to two per cent per annum above the Bank of England's published Bank Rate from time to time. The Seller acknowledges that this is a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).

5 DELIVERY

- 5.1 The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Contract, in either case during Fuller's usual business hours which in the case of pubs, is between 8am and midnight unless

Fuller's notifies otherwise. Delivery shall take place upon completion of unloading at the Delivery Address. Time of delivery or other performance is of the essence and if there is any delay, Fuller's may, without penalty, cancel the Contract or any part of it.

- 5.2 The Seller must ensure that the Goods are signed for at the Delivery Address by an authorised person (minimum level of Manager) of Fuller's and must not be left on any doorstep or with any third party.
- 5.3 Fuller's may reject any over or under deliveries and shall not be required to pay for any over deliveries or deliveries that do not comply with clause 5.2.
- 5.4 A delivery note quoting the number of the Order and all other information notified to the Seller as required from time to time must accompany each delivery or consignment of the Goods and/or Services and must be displayed prominently.
- 5.5 Fuller's shall not be required to accept instalment deliveries or performance unless this is expressly agreed in the Contract.
- 5.6 The Seller shall supply Fuller's in good time with any instructions or other information required to enable Fuller's to accept delivery of the Goods and performance of the Services.
- 5.7 Fuller's shall not be obliged to return to the Seller any pallets, packaging or packing materials for the Goods.

6 RISK AND PROPERTY

- 6.1 Risk of loss of or damage to the Goods shall pass to Fuller's:
 - 6.1.1 at the time of Delivery of the Goods; or
 - 6.1.2 if later and where appropriate, upon successful completion of any acceptance test referred to in clause 7.4 below.
- 6.2 Property in the Goods shall pass to Fuller's upon Delivery, or, if earlier, when ascertained Goods are paid for or otherwise appropriated to the Contract. The passing of property shall not prejudice any other rights of Fuller's (including rights of rejection).
- 6.3 Neither the Seller nor any other person shall have a lien or other rights in or to any Goods and/or Services title to which has vested in Fuller's pursuant to clause 6.2 or any Specifications or Samples belonging to Fuller's which are in the possession of the Seller, and the Seller shall ensure the exclusion of any such lien or rights is brought to the notice of any relevant third parties.

7 REJECTION AND INSPECTION

- 7.1 Fuller's shall be entitled to reject any Goods and/or Services (or part thereof) delivered which are not in accordance with the Contract. Any acceptance of defective, late or incomplete Goods or Services or any payment made, shall not constitute a waiver of any rights or claim Fuller's may have, including its right to reject.
- 7.2 Without prejudice to any other rights or remedies it may have, Fuller's shall be entitled:
 - 7.2.1 to require the Seller (at the Seller's cost) to repair the Goods and/or correct the Services or (at Fuller's sole option) to supply replacement Goods and/or re-perform Services on the same day of request;
 - 7.2.2 at Fuller's sole option, and whether or not Fuller's has previously required the Seller to repair the Goods and/or Services or to supply any replacement Goods and/or

Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the price which has been paid; and

- 7.2.3 to claim damages for any other costs, expenses or losses resulting from the Seller's delivery of Goods and/or Services that do not conform with the terms of the Contract.
- 7.3 In any event, Fuller's may impose a reasonable charge for handling, storing and returning any of the Goods and/or Services over delivered, rejected or not included in the Contract. Any rejected Goods or Services may be returned by Fuller's at the Seller's risk and cost and no payment shall be due from Fuller's.
- 7.4 Fuller's may require acceptance tests to be performed or to be executed either by Fuller's or the Seller, at the option of Fuller's. If the acceptance tests are executed by the Seller, the specifications and results of the tests shall be made available to Fuller's as soon as possible upon request.
- 7.5 The Seller shall not unreasonably refuse any request by Fuller's to inspect and test the Goods and/or Services during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, and the Seller shall provide Fuller's with all facilities reasonably required for inspection and testing.
- 7.6 If as a result of inspection or testing Fuller's is not satisfied that the Goods and/or Services will comply in all respects with the Contract, Fuller's shall, without prejudice to any of Fuller's other rights, be entitled (at Fuller's sole option and at the Seller's cost), without prejudice to any of Fuller's other rights, to exercise any of the rights set out at clause 7.2.
- 7.7 Any inspection or testing of the Goods and/or Services shall not be deemed to be acceptance of the Goods and/or Services or a waiver of any rights Fuller's may have.

8 WARRANTIES AND LIABILITY

- 8.1 In addition to the terms and duties implied by law the Seller warrants to Fuller's that the Goods and/or Services:
- 8.1.1 are of the quality, quantity and description described in the Contract and in any event will be at least of satisfactory quality as referred to in the Sale of Goods Act 1979;
 - 8.1.2 are free from defects in design, material and workmanship;
 - 8.1.3 correspond with any relevant Specification;
 - 8.1.4 are suitable for any purpose expressly or by implication made known to the Seller;
 - 8.1.5 comply with all relevant statutory requirements and regulations;
 - 8.1.6 do not and will not at any future time, in any way infringe the Intellectual Property Rights or any other rights of any third parties; and
 - 8.1.7 are marked in accordance with Fuller's instructions and any applicable requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition.
- The warranties in clauses 8.1.1 to 8.1.4 shall only apply during the Warranty Period.
- 8.2 The Seller warrants to Fuller's that the Services will be performed by appropriately qualified, experienced and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for Fuller's to expect in all the circumstances from an experienced and professional service provider and in accordance with all relevant statutory requirements and regulations.

- 8.3 The Seller warrants that the personnel shall adopt safe working practices and comply with all site rules and policies as notified by Fuller's, with all other health, safety and hygiene requirements and industry standards as well as with all applicable laws, and the Seller shall keep Fuller's informed of any health or safety risks that may be foreseen or that arise.

9 **INSURANCE**

- 9.1 The Seller shall indemnify and keep Fuller's indemnified against all sums suffered or incurred by Fuller's in respect of all and any demands, liabilities, expenses, claims (including but not limited to any settlements of claims whether before or after the issue of proceedings), judgment sums (including but not limited to sums arising from consent orders or judgments), damages, direct, indirect or consequential losses, costs (including but not limited to legal costs on a full indemnity basis and other professional costs) suffered or incurred by Fuller's arising out of or in connection with:
- 9.1.1 any breach of the Contract by the Seller;
 - 9.1.2 any product recall or product liability issues or any death or personal injury as a result of any act or omission of the Seller;
 - 9.1.3 any claim that the Goods and/or Services infringe, or their importation, use or resale, infringes, the Intellectual Property Rights of any person, except to the extent that the claim arises from compliance with any Specification supplied by Fuller's;
 - 9.1.4 any liability (including under the Consumer Protection Act 1987 and any liability to any third party, including an employee of Fuller's) which arises from any defect in or failure of the Goods and/or Services (except to the extent caused by Fuller's) or which arises from any act or omission of the Seller, its employees, agents or sub-contractors.
- 9.2 The Seller shall maintain in force the following insurance policies with reputable insurance companies:
- 9.2.1 Public liability insurance for not less than £5 million per claim;
 - 9.2.2 Product liability insurance for not less than £10 million per claim;
 - 9.2.3 Employers liability insurance for not less than £10 million per claim; and
 - 9.2.4 Professional indemnity insurance for not less than £1 million per claim
- 9.3 On on-boarding and the taking out and renewing each policy in clause 9.2, the Seller shall promptly send a copy of the receipt for the premium to Fuller's. On Fuller's written request, the Seller shall provide Fuller's with copies of the insurance policy certificates and details of the cover provided.

10 **FOOD & DRINK**

- 10.1 In relation to Goods which are, or which are to be used as or in relation to or come into contact with, ingredients or other foodstuffs or drink the Seller warrants to Fuller's that:
- 10.1.1 the Goods will comply with all applicable statutory and regulatory requirements relating to the manufacture, production, packaging, storage and handling of such Goods together with any food and drink safety, hygiene and animal welfare standards and any other relevant requirements made known to the Seller by Fuller's;
 - 10.1.2 the Seller will ensure that all Goods that are, or which are to be used as ingredients or as foodstuffs or drink are:

- (a) fit for human consumption and have the shelf life indicated in any Order and/or Specification;
 - (b) made using raw materials which are of a high quality appropriate for the manufacture of the Goods;
- 10.1.3 the Seller will ensure that all Goods which are to be used for packing foodstuffs and/or drink are suitable in every respect for food and/or drink packaging, as applicable, under applicable law and meet the Specifications;
- 10.1.4 the Seller will have in place at all times, all systems and procedures required to ensure that the Seller complies with any Fuller's traceability requirements including those under applicable law;
- 10.1.5 the Seller will comply with any specific quality and hygiene requirements under applicable law or as reasonably required and notified by Fuller's from time to time; and
- 10.1.6 the Seller will give Fuller's all assistance in recalling (or dealing with any proposed or actual recall of) the Goods or products manufactured by Fuller's containing or using the Goods, if the Goods are damaged, defective, not saleable to consumers or do not comply with any applicable laws or these terms.
- 10.2 In addition, Fuller's shall be entitled to inspect any manufacturing or storage premises or vehicles at which packaging for foodstuffs and/or drink is made, assembled or otherwise stored.
- 10.3 The Seller must conduct appropriate checks and undertake appropriate quality control and quality assessment procedures to ensure that it complies with the requirements of clause 8.1 and 10.1 and at Fuller's request must send to Fuller's current copies of any and all relevant certificates, licences and approvals.

11 ANTI-BRIBERY COMPLIANCE

- 11.1 The Seller shall:
 - 11.1.1 not engage in any activity which could constitute bribery or corruption and shall 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");
 - 11.1.2 comply with Fuller's anti-corruption policies, as Fuller's may update them from time to time ("Relevant Policies").
 - 11.1.3 have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures to ensure compliance with the Relevant Requirements and the Relevant Policies and will enforce them where appropriate and provide a written copy of these policies to Fuller's;
 - 11.1.4 promptly report to Fuller's any request or demand for any undue financial or other advantage of any kind received by the Seller in connection with the performance of the Contract;
 - 11.1.5 immediately notify Fuller's (in writing) if a foreign public official becomes an officer or employee of the Seller or acquires a direct or indirect 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 the Contract);
 - 11.1.6 from time to time if required by Fuller's confirm in writing it has complied with clauses 11.1.1 to 11.1.5 and provide information reasonably required by Fuller's in

support of such compliance and provide all assistance to Fuller's with any investigation in respect of the Relevant Requirements;

- 11.1.7 promptly report to Fuller's if it is the subject of any investigation, inquiry, or enforcement proceedings or is debarred or suspended by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements.
- 11.2 The Seller shall ensure that any person associated with it in connection with the Contract does so on the basis of a written contract which imposes terms equivalent to those imposed on the Seller in this clause 11.1 ("Relevant Terms"). The Seller shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Fuller's for any breach by such persons of any of the Relevant Terms.
- 11.3 Notwithstanding any other terms of the Contract and without prejudice to any accrued rights it may have under the Contract or otherwise, Fuller's shall be entitled to suspend performance of the Contract in whole or in part with immediate effect if at any time the Seller is in breach of clause 11.1 or 11.2 of the Contract or any of the events referred to in clause 11.1.1, 11.1.4, 11.1.5 or 11.1.7 occur or are alleged and, in the opinion of Fuller's, are prejudicial to Fuller's interests.
- 11.4 For the purpose of this clause 11, the meaning of "adequate procedures" and "foreign public official" and whether a person is "associated with" another person shall be determined in accordance with the Bribery Act 2010 and any related guidance issued pursuant to that Act.

12 **ANTI-SLAVERY AND HUMAN TRAFFICKING COMPLIANCE**

- 12.1 The Seller shall:
 - 12.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
 - 12.1.2 have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance with its obligations under clause 12.1.1 and provide a written copy of these policies to Fuller's;
 - 12.1.3 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 were carried out in the UK; and
 - 12.1.4 include in its contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 12
- 12.2 The Seller represents and warrants that neither the Seller nor any of its officers, employees or other persons associated with it:
 - 12.2.1 has been convicted of any offence involving slavery and human trafficking; and
 - 12.2.2 having made reasonable enquiries, so far as it is aware has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 12.3 The Seller shall implement due diligence procedures for its subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 12.4 The Seller shall notify Fuller's as soon as it becomes aware of:

- 12.4.1 any breach, or potential breach, of the policies required by clause 12.1.2; or
- 12.4.2 any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.
- 12.5 The Seller shall prepare and deliver to Fuller's, upon request each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.
- 12.6 The Seller shall implement annual audits of its compliance and its subcontractors' compliance with the Anti-slavery Policy, either directly or through a third party auditor.
- 12.7 The Seller shall indemnify Fuller's against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, Fuller's as a result of any breach of Fuller's Anti-slavery Policy.
- 12.8 Fuller's may terminate the Contract with immediate effect by giving written notice to the Seller if the Seller commits a breach of this clause 12.

13 **ANTI-FACILITATION OF TAX EVASION & ANTI-FRAUD**

- 13.1 The Seller shall:
 - 13.1.1 not engage in any activity which could constitute a UK tax evasion facilitation offence or a foreign tax evasion facilitation offence as defined by sections 45(5), 45(6) and 46(6) of the Criminal Finances Act 2017 or fraud including fraud offences as defined in the United Kingdom Economic Crime and Corporate Transparency Act 2023;
 - 13.1.2 comply with all applicable laws and Fuller's policies in force from time to time regarding the prevention of the facilitation of tax evasion and fraud and its prevention;
 - 13.1.3 have and shall maintain in place its own policies and reasonable prevention procedures (including, where relevant, appropriate diligence and monitoring of sub-contractors or suppliers) to prevent the facilitation of tax evasion and fraud, including by its employees, agents or sub-contractors, and will enforce them where appropriate;
 - 13.1.4 promptly report to Fuller's if it (or any of its employees, agents, sub-contractors or other persons performing services on its behalf) has or may have evaded tax, facilitated tax evasion or received any request from a third party to do so in connection with the performance of the Contract, or committed fraud or it becomes aware of any breach or potential breach of Fuller's or the Seller's relevant policies regarding the prevention of the facilitation of tax evasion and/or fraud; and
 - 13.1.5 from time to time if required by Fuller's confirm in writing it has complied with this clause 13, provide information reasonably required by Fuller's in support of such compliance and provide all assistance to Fuller's with any investigation in respect of its requirements.
- 13.2 The Seller shall ensure that any sub-contractor providing goods or services in connection with the Contract is engaged on the basis of a written contract which imposes terms equivalent to those imposed on the Seller in this clause 13 ("Required Terms"). The Seller shall be responsible for the observance and performance by such persons of the Required

Terms, and shall be directly liable to Fuller's for any breach by such persons of any of the Required Terms.

- 13.3 Notwithstanding any other terms of the Contract and without prejudice to any accrued rights it may have under the Contract or otherwise, Fuller's shall be entitled to suspend performance of the Contract in whole or in part with immediate effect if at any time the Seller is in breach of clauses 13.1 or 13.2 of the Contract or any of the events referred to in clauses 13.1.1 or 13.1.4 occurs or are alleged and, in the opinion of Fuller's, are prejudicial to Fuller's interests.
- 13.4 For the purpose of this clause 13, the meaning of "reasonable prevention procedures" shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017.

14 **TERMINATION**

- 14.1 Without affecting any other rights and remedies it may have, Fuller's shall be entitled to cancel the Contract in respect of all or part only of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance, without liability to the Seller.
- 14.2 Without affecting any other rights and remedies it may have, Fuller's shall be entitled to terminate the Contract and/or suspend its performance immediately without liability to the Seller by giving written notice to the Seller at any time if the Seller:
- 14.2.1 is in breach of any provision of, or purports to cancel the Contract;
 - 14.2.2 is subject to a change of control; or
 - 14.2.3 suffers an Insolvency Event;
 - 14.2.4 commits any breach of any part of the Code of Conduct,
- and in any other circumstances provided for in these terms and/or the Contract.
- 14.3 Any termination howsoever caused shall not affect:
- 14.3.1 any right or liabilities which have accrued prior to the time of termination;
 - 14.3.2 the continuance in force of any provision of the Contract which expressly or by implication is intended to come into or continue in force after termination including without limitation clauses 8 (Warranties and Liability), 9 (Insurance) and 10 (Food & Drink) and 16 (Confidentiality).
- 14.4 Upon termination however caused the Seller shall immediately return all Specifications supplied by Fuller's or created by the Seller for Fuller's pursuant to clause 15 and any other information or materials in its possession or under its control which belong to or were supplied by Fuller's, including any Confidential Information of Fuller's.

15 **SPECIFICATIONS**

- 15.1 All Specifications provided by Fuller's and all Intellectual Property Rights in or arising out of them and Goods made in accordance with such Specifications and/or any developments in such Goods shall vest in and remain at all times the property of Fuller's.
- 15.2 Where a Specification, Goods or any developments to Goods (each being "Works") are produced or developed by the Seller for Fuller's, in connection with a Contract, all Intellectual Property Rights in such Works shall be the exclusive property of Fuller's. Such Specifications may only be used by the Seller as necessary to perform the Contract.

- 15.3 The Seller hereby assigns (or shall procure the assignment) to Fuller's absolutely, with full title guarantee, all right, title and interest in any Intellectual Property Rights conferred by the law in force presently or at any future time in all and any part of the world in or arising out of any Works (whether such work is or was created before, on or after the date of the Order) for the full term of such rights and all renewals and extensions, together with all rights of action and remedies (including, without limitation, damages for detention or unlawful interference with any infringing copy) in relation to infringements thereto and hereby waives or shall procure a waiver of all moral rights in such Works.
- 15.4 At the request of and at no additional cost to Fuller's, the Seller shall promptly do all such further things and sign all further documents or instruments necessary in the opinion of Fuller's to vest all Intellectual Property Rights in or arising out of any Works in Fuller's, absolutely and to enable Fuller's to defend and enforces its Intellectual Property Rights.

16 **CONFIDENTIALITY**

- 16.1 The Confidential Information of Fuller's shall include, without limitation, all Works created or developed for Fuller's pursuant to clause 15 and all information derived from any of them.
- 16.2 Neither party shall without the prior written consent of the other party (during and after termination of the Contract) use (other than in the performance of the Contract) or disclose to any other person any Confidential Information of the other party, except that any obligations contained in this clause shall not prevent any disclosure of Confidential Information which is required by law, court order or any legal or regulatory authority, which is required to comply with the rules of any relevant stock exchange or disclosure to a party's professional advisors acting in their capacity as such.
- 16.3 The Seller shall not publicise or disclose the existence or content of any Order or Contract, nor its relationship with Fuller's, without the prior written agreement of Fuller's.

17 **EMPLOYEES**

- 17.1 The Seller agrees that all personnel used by it in the performance of its obligations under the Contract are and shall remain its or its sub-contractors' employees and that it is not intended that the contracts of employment of any such persons will transfer to Fuller's or any third party which may be substituted for the Seller ("Fuller's Replacement Supplier") on termination or expiry of the Contract (or any part of it).
- 17.2 Fuller's and the Seller agree that, unless otherwise stated in the Contract, the entry into the Contract, its performance, any reduction in scale or its termination or expiry shall not for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time ("the Regulations") constitute a "relevant transfer" of any employees of the Seller (or any contractor engaged by the Seller in providing goods and/or services similar to the Goods/Services ("Seller's Contractor")). If, however, a contract of employment between the Seller (or any Seller's Contractor) and any person has effect pursuant to the Regulations as if originally made between Fuller's or Fuller's Replacement Supplier and such person, or if a claim is made to such effect, Fuller's or Fuller's Replacement Supplier may within 3 months of becoming aware of such event terminate such contract. The Seller shall indemnify and keep Fuller's and any Fuller's Replacement Supplier indemnified at all times from and against all claims and costs

(including legal costs on a full indemnity basis) expenses, losses (including but not limited to Personnel Costs), damages, and liabilities paid, suffered or incurred by Fuller's or any Fuller's Replacement Supplier arising out of or in connection with any actual or alleged transfer, at any time, of the employment or engagement of any Seller Personnel by operation of law to Fuller's or any Fuller's Replacement Supplier including in respect of the employment, and/or the termination of the employment, of any such Seller Personnel and in respect of any claim arising out of the actual or alleged application of the Regulations to the Contract, its performance, its reduction in scale or its termination or expiry, and in respect of any other claim made by or in respect of any such person for which it is alleged Fuller's or any Fuller's Replacement Supplier may be liable.

- 17.3 Subject to obtaining the prior written consent of Fuller's, it is the intention of the parties that any replacement supplier shall be entitled, pursuant to the Contracts (Rights of Third Parties) Act 1999, in its own right, to the benefit of and to enforce the provisions of clause 17.2 of these terms.

18 **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 18.1 To the extent determined by Fuller's in its absolute discretion from time to time, any members of Fuller's Group (each being referred to in this clause as "third parties") shall be entitled in its own right to enforce, pursuant to the Contracts (Rights of Third Parties) Act 1999 ("TPA"), all rights and indemnities in these terms expressed to be in favour of Fuller's to the extent determined by Fuller's in its absolute discretion from time to time, as if such rights and indemnities were expressed to be for the benefit of the relevant third parties.
- 18.2 The Seller and Fuller's shall not be required to notify or obtain the consent of any third parties in order to rescind, cancel or vary the Contract or any provision of it whether or not it extinguishes or alters any entitlement that such third party may have to enforce it. No third parties may assign or otherwise transfer any of their rights referred to in this clause 18.
- 18.3 Save as referred to in this clause, no provision of a Contract shall be enforceable pursuant to the TPA by any person who is not a party to it.

19 **FORCE MAJEURE**

- 19.1 If the Seller is unable to perform its duties or obligations under the Contract as a result of the effect of any fire, flood, earthquake or other act of God, act of government or state, war, civil commotion, public health emergency, insurrection or embargo and which in each case are beyond its control (an "Event of Force Majeure"), then it shall forthwith give written notice to Fuller's of the inability, stating the reason. Forthwith upon the reason ceasing to exist, the Seller shall give written advice to Fuller's of this fact. If a delay or default due to an Event of Force Majeure continues for a period of 5 days or more, Fuller's shall in addition to any other rights it may have, be entitled to terminate the Contract by giving notice in writing to the Seller.

20 **GENERAL**

- 20.1 Fuller's may at any time assign, transfer, charge or deal in any other manner with any of its rights hereunder, or sub-contract any or all of its obligations hereunder.
- 20.2 The Seller shall not assign, transfer, charge, hold on trust for another or deal in any other manner with any of its rights or obligations hereunder, nor purport to do so. The Seller is not permitted to subcontract any part of this Contract.
- 20.3 The Seller warrants that at all times it acts as principal and not as the agent of any third party.
- 20.4 Any notice to be given shall be in Writing, in English, and may be served by leaving it at, or by sending it by pre-paid first class post or recorded delivery to, the intended recipient's address. The address of a party for service of notices is the address set out in the Contract or such other address as a party may designate by notice given in accordance with this clause. A notice is deemed to be received when left at the recipient's address or, if sent by pre-paid first class post or recorded delivery, 48 hours from the date of posting. If such deemed receipt is not within business hours (being between 9.00 am and 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to be received when business hours next commence.
- 20.5 Any failure to exercise or delay by a party in exercising a right or remedy arising in connection herewith or by law shall not constitute a waiver of such right or remedy or of any other rights or remedies.
- 20.6 If the whole or any part of any clause(s) are invalid or unenforceable the parties agree to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision. Any such invalidity or enforceability shall not affect the validity or enforceability of any other provision.
- 20.7 Save as expressly provided herein, the rights and remedies provided by these terms are cumulative and (subject as otherwise provided in these terms) are not exclusive of any right or remedy provided by law. No exercise by a party of any one right or remedy shall (save unless expressly provided otherwise) operate so as to hinder or prevent the exercise by it of any other right or remedy.
- 20.8 These terms, together with those set out in the Contract and any other documents entered into pursuant to the Contract together with any representations or answers or RFP response on the part of the Seller, constitute the entire agreement and understanding of the parties and supersede any previous agreement or understanding between the parties with respect to the arrangements contemplated by or referred to in these terms and the Contract and, except in the case of fraud or fraudulent misrepresentation neither party shall be entitled to rely on any agreement, understanding, arrangement or representation which is not expressly set out or referred to above.
- 20.9 Nothing in the Contract shall constitute a partnership, joint venture, representative or agency relationship between the parties hereto or be construed or have effect as constituting any relationship of employer and employee between the parties. Neither party shall have the authority to bind or pledge the credit of, or oblige the other in any way without obtaining the other's prior written consent.

21 GOVERNING LAW AND JURISDICTION

These terms and the Contract shall be governed by and construed in accordance with English law. The parties hereto irrevocably submit to the non-exclusive jurisdiction of Courts of England and Wales.

Acceptance (for completion by Seller)	
<i>I/We have read and agree to these Standard Terms and Conditions</i>	
<i>Seller Name:</i>	
<i>Name of authorised signatory:</i>	
<i>Signature:</i>	
<i>Date:</i>	