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**CAPRI SUN UK LIMITED  
GENERAL TERMS AND CONDITIONS  
OF SALE**

# 1 INTERPRETATION

The definitions and rules of interpretation below apply in the GTC.

## 1.1 Definitions

**"Agreement"** means the contract between CS and the Customer for the purchase of the Finished Products comprised of an Order Form and these GTC;

**"Business Day"** means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

**"CS"** means Capri Sun UK Limited registered in England and Wales with company number 12116020 and with registered address in Palmerston House, 814 Brighton Road, Purley, Surrey, United Kingdom, CR8 2BR (and **"we"**, **"us"** or **"our"** shall be construed accordingly);

**"GTC"** means these general terms and conditions of sale;

**"Credit Account"** means any account for deferred payment established with CS's express prior written consent;

**"Customer"** means the purchaser of the Finished Products identified in an Order Form (and **"you"** and **"your"** shall be construed accordingly);

**"Customer's Premises"** means the delivery address for the Finished Products identified in an Order Form of CS;

**"Finished Products"** means the finished goods agreed to be supplied to the Customer by CS identified in an Order Form;

**"Finished Products Price"** or **"Price"** means the total purchase price payable for the Finished Products;

**"Order"** an order by a Customer for the purchase of Finished Products, which constitutes an offer by the Customer to CS;

**"Order Form"** means the form setting out the details of the Order which, when approved by CS, is binding on the Parties on and subject to its terms and conditions and those set out in these GTC;

**"Party"** means each of CS and Customer (and **"Parties"** shall be construed accordingly);

**"Samples"** has the meaning given in clause 2.1; and

**"Specification"** means CS's specification for the Finished Products.

## 1.2 Rules of interpretation

- (a) Any reference to legislation or a legislative provision is a reference to it as replaced, modified or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (b) Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (c) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (d) A reference to writing or written excludes fax but includes email.
- (e) These GTC are subject to periodic revisions as outlined in clause 10. Therefore, every time you wish to order Finished Products, please review these GTC to ensure your understanding of the applicable terms from time to time.

1.3 If there is a conflict between any provision of these GTC and an Order Form approved by CS, the GTC shall prevail. These GTC shall also supersede any other terms and conditions, including terms and conditions specified or referred to in any Customer Order and/or the Customer's terms and conditions of purchase. No alterations to these GTC will be effective unless agreed upon in writing by both Parties.

## 2 CAPRI SUN FINISHED PRODUCTS

2.1 The images of the Finished Products on our website or elsewhere or any samples made available (together, "**Samples**") are provided for illustrative purposes only and for the sole purpose of giving an approximate idea of the Finished Products. The packaging of the Finished Products may differ from the Samples (for example there might be slight colour variations) although CS will seek to keep such differences to a minimum.

2.2 Even though we strive to be as accurate as possible, you acknowledge that all sizes, weights, capacities, dimensions and measurements indicated in relation to the Finished Products may differ although we will use our reasonable endeavours to keep such differences within a tolerance of 2%.

2.3 We reserve the right to amend the Specification including if required by any applicable legislative or regulatory requirement.

2.4 Any Samples provided by CS to the Customer in connection with an Order will be transported at the Customer's sole risk and expense.

### **3 OUR AGREEMENT**

- 3.1 You represent and warrant that your representative placing an Order is duly authorised to do so and, when accepted by CS, is binding on you and on and subject to the terms and conditions of the Agreement.
- 3.2 The Agreement constitutes the entire agreement between you and us in connection with the sale and purchase of the Finished Products to the exclusion of all other terms and conditions. As such, this Agreement prevails over or excludes (as the case may be):
- (a) all previous agreements, promises, undertakings, verbal statements and covenants between us relating to the sale and purchase of the Finished Products;
  - (b) all other terms and conditions that you seek to impose or incorporate without our express prior written consent; and
  - (c) to the maximum extent permitted by law, any terms and conditions implied by law, trade custom, practice or course of dealing; and
  - (d) any representations, warranties or undertakings in relation to the Finished Products save as expressly set out in these GTC.
- 3.3 The Customer acknowledges and agrees that CS is not responsible for ensuring that the Finished Products are suitable for the Customer's purposes and that the Customer has satisfied itself accordingly before placing an Order.
- 3.4 By placing an Order for Finished Products, you are expressly agreeing to abide by the terms and conditions of the Agreement and, if you do not agree to this, you will not place an Order.
- 3.5 Save for fraud or fraudulent misrepresentation, each Party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not expressly set out in the Agreement.
- 3.6 This clause 3 shall survive termination of the Agreement.

### **4 DELIVERY LEAD TIME**

- 4.1 CS will affect delivery to Customers within GB (Mainland England, Scotland and Wales) on a minimum of Day 1 for Day 3 basis (e.g. Customer Order received Monday, delivery will be made on Wednesday).
- 4.2 Orders must be placed on a Business Day (before 1100hrs GMT) in order to qualify for the above Lead Time.

## **5 QUOTATIONS AND THE ORDER PROCESS**

- 5.1 Quotations for the Finished Products and all other documents or materials provided by CS to the Customer:
- (a) shall not constitute an offer;
  - (b) will remain valid for a period of 20 Business Days from its date of issue; and
  - (c) are for information only and subject to change (including for correction, without liability on the part of CS, in the event of any typographical, clerical or other error or omission).
- 5.2 The Customer is responsible for ensuring that all Orders and its requirements set out in an Order Form, are complete and accurate.
- 5.3 The minimum Order quantity is one whole pallet of a single SKU of Finished Products.
- 5.4 Orders must be placed either manually via Order Form or via EDI.
- 5.5 Manual Orders are to be sent on the approved Order Form (supplied by Capri-Sun) to [gborder@capri-sun.com](mailto:gborder@capri-sun.com).
- 5.6 An Order shall only be deemed to be accepted when CS issues to the Customer an Order Confirmation at which point the Agreement (in line with the Order Confirmation) shall come into existence. If and when an Order is accepted by CS, it shall use its reasonable efforts to supply Customer with the Finished Products specified in the Order Confirmation.
- 5.7 CS shall not be liable for the consequences of inaccuracies in Orders or Specification and no credit note will be issued for Orders. If CS agrees to modify an Order after its acceptance, it may require, and the Customer shall pay, such additional charges in connection with the administration and fulfilment of any such agreed modification to an Order.

## **6 DELIVERY OF FINISHED PRODUCTS**

- 6.1 When it has agreed to be responsible for delivering Finished Products, CS shall:
- (a) provide a delivery note (accompanying the Finished Products) that shows the date of the Order, all relevant reference numbers, the type and quantity of the Finished Products and any special storage instructions (if any);
  - (b) deliver the Finished Products, when ready, to the Customer at the Customer's notified premises or, in the absence of such address, to any previously used address for correspondence and/or Finished Product deliveries to the Customer. Delivery will occur at a time convenient to CS unless otherwise agreed in writing.

6.2 If CS is responsible for delivery, such delivery is completed when the Finished Products are unloaded at the place indicated in clause 6.1(b). These will be on a DDP (Incoterms 2020) basis unless otherwise agreed with the Customer.

6.3 Delivery will be completed by CS's appointed third party logistics providers from time to time:

Name and address of Subcontractor	Registered address and company number	Service description
XPO	Distribution House, Eldon Way, Crick, Northampton, NN6 7SL	Transport - Collection Warehouse labour Transport - Delivery
PD Bannister	Weaverthorpe Rd, Bradford BD4 6SX	Transport - Delivery
Tesco Primary	Shire Park, Kestrel Way, Welwyn Garden City, Hertfordshire, AL7 1GA	Transport - Delivery

6.4 If CS is responsible for delivery, CS accepts no liability for loss of or damage to Finished Products in transit unless the Customer informs CS in writing of the loss/damage details within three Business Days of receiving the Finished Products. Details of loss/damage to be sent to [gborder@capri-sun.com](mailto:gborder@capri-sun.com).

6.5 If the Finished Products are damaged upon arrival, the Customer should not sign P.O.D. in order for a replacement/credit to be issued.

6.6 CS accepts no liability whatsoever where the Finished Products are not received (in the case of total loss) unless CS is notified in writing of the details of the loss within seven Business Days of the receipt by the Customer of CS's invoice.

6.7 Any delivery dates provided for the Finished Products are approximate only, and CS shall not be held accountable for delays in the availability of the Finished Products, regardless of the cause. Delivery time shall not be of the essence unless previously agreed upon in writing by CS. CS reserves the right to deliver the Finished Products ahead of the estimated delivery date.

- 6.8 Customer has no right to withdraw or cancel an Order if CS cannot meet the subsequent delivery deadline for reasons outside of its control.
- 6.9 The Parties agree that, in respect of any Order, CS may deliver up to 10% more or less than the quantity of Finished Products stated in an Order Form. In such case, you shall not be entitled to reject the delivery. We will invoice the volume of Finished Products actually supplied.
- 6.10 Occasionally, deliveries of CS may be affected by an Event Outside Our Control. Please refer to clause 17 for further details.
- 6.11 If the Customer fails to accept delivery of the Finished Products or does not provide CS with adequate delivery instructions at the specified delivery time (unless due to causes beyond the Customer's reasonable control or CS's fault), then, without prejudice to any other available rights or remedies for CS, the Customer shall indemnify CS in full against all losses, costs, charges, and expenses incurred by CS as a result of such failure. The Price for such Finished Products shall be due for payment as if the Finished Products had been delivered at the time stipulated in the Agreement. In addition:
- (a) delivery of the Finished Products shall be deemed to have been completed at 9.00am on the fourth Business Day after the day on which CS notified the Customer that the Finished Products were ready; and
  - (b) CS shall store the Finished Products until actual delivery takes place and charge the Customer for all related costs and expense.
- 6.12 CS retains the title on delivered Finished Products for the respective arrangement until full payment of the Price including all subsidiary debts or a continuing outstanding balance is received.

## **7 PALLET HANDLING**

- 7.1 The Finished Product is to be ordered/delivered in whole, industrial/UK standard sized (1000mm x 1200mm) pallets of a single SKU. In the case of the ½ Chep product range it is necessary to always order by multiples of 2 *i.e.* 1 x whole pallet. If the Customer does not meet these requirements, CS is hereby entitled to amend the Order rounding up to the nearest whole pallet and charge for this accordingly.
- 7.2 The respective applicable mechanism(s) of pallet handling will be separately agreed between the Parties. If no mechanism of pallet handling is agreed separately between the Parties, CS is entitled to choose at its sole discretion which mechanism(s) of pallet handling will apply to the business transactions with the Customer.

## **8 TERRITORY**

- 8.1 In order to comply with applicable law and regulation and to preserve and protect the legitimate interests of CS and third party rights holders relevant to the Finished Products, the Customer

acknowledges and agrees that the Finished Products are intended for sale and distribution only in the United Kingdom.

- 8.2 To give effect to clause 8.1, the Customer shall not itself (nor permit any other person to) (a) sell, (b) distribute or (c) export any Finished Product outside of the United Kingdom without the prior written permission of CS. Particularly, Customer shall not pro-actively seek customers outside the Territory or undertake any marketing or publicity activities in respect of the Finished Products other than in the Territory.

## **9 TITLE AND RISK IN FINISHED PRODUCTS**

- 9.1 The risk in the Finished Products shall pass to the Customer at the time of dispatch from CS's place of delivery.

- 9.2 Title in the Finished Products shall not pass to the Customer until the earlier of:

- (a) CS receiving payment in full (in cash or cleared funds) for the Finished Products and any other goods that CS has supplied to the Customer in respect of which payment has become due, in which case title to the Finished Products shall pass at the time of payment of all such sums; and
- (b) the Customer reselling the Finished Products, in which case title to the Finished Products shall pass to the Customer at the time specified in clause 9.4.

- 9.3 Until title of the Finished Products has passed to the Customer, the Customer shall:

- (a) store the Finished Products separately from all other goods held by the Customer so that they remain in a manner that clearly distinguishes them as the property of CS (at no cost to CS);
- (b) refrain from damaging, defacing, altering, or obscuring any identifying marks or packaging associated with the Finished Products;
- (c) maintain the Finished Products in satisfactory condition and ensure they are adequately insured for their full value against all risks, to the reasonable satisfaction of CS. Upon request, the Customer must provide CS with a copy of the applicable insurance policy;
- (d) notify CS immediately if it becomes subject to any of the events listed in clause 12.2(a) and clause 12.2(c); and
- (e) give CS such information as CS may reasonably require from time to time relating to:
  - (i) the Finished Products; and
  - (ii) the ongoing financial position of the Customer.



- 9.4 The Customer is permitted to resell the Finished Products prior to the transfer of ownership, subject to the following conditions:
- (a) any resale must occur as part of the Customer's ordinary business operations at the prevailing market value;
  - (b) any such sale of CS's property on the Customer's behalf and the Customer shall deal as principal when making such a sale and not as CS' agent; and
  - (c) title to the Finished Products shall pass from CS to the Customer immediately before the time at which resale by the Customer occurs.
- 9.5 The Customer's right to possess or take possession of the Finished Products will immediately cease if:
- (a) CS has a right to terminate this Agreement including in accordance with clause 12.2;
  - (b) the Customer is or may be in breach of this Agreement; or
  - (c) the Customer encumbers or in any way charges any of the Finished Products.
- 9.6 CS retains the right to seek payment for the Finished Products even if ownership of any of the Finished Products has not yet been transferred from CS.
- 9.7 The Customer grants CS, its agents, and employees an irrevocable license to enter any premises where the Finished Products are stored or may be located, whether for inspection purposes or, in cases where the Customer's right to possession has ended, to recover them.
- 9.8 Where CS is unable to determine whether any Finished Products are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by CS to the Customer in the order in which they were invoiced to the Customer.
- 9.9 This clause 9 shall survive termination of the Agreement.

## **10 UPDATE OF GTC**

- 10.1 The Customer acknowledges that CS may update or amend these GTC from time to time on giving the Customer at least 30 days' notice in writing provided that any variation required by applicable law will be effective immediately, although no changes will take effect in respect of Orders already confirmed by an Order Form.
- 10.2 As such, and by placing an Order, you confirm that you have read and agree to the GTC in place at the time an Order is placed with CS.

## **11 FINISHED PRODUCTS PRICE AND OTHER CHARGES**

- 11.1 Unless otherwise agreed by CS in writing in the Order Form, the Finished Products Price for the Finished Products the subject of an Order shall be the price set out in CS's price list published on the date the Order is accepted by CS.
- 11.2 Orders may be subject to additional reasonable charges relating to delivery (including packaging, transportation and special insurance). Customers will be made aware of this at the time of Order.
- 11.3 The Finished Products Price and all other fees and charges exclude amounts in respect of value added tax (VAT) and any and all other taxes, duties, levies and official and governmental fees, which the Customer shall additionally be liable to pay to CS at the then prevailing rate.
- 11.4 If the delivery of Finished Products cannot be provided by CS at the agreed delivery date due to reasons caused by the Customer, CS shall be entitled to invoice the Customer for any additional costs and expenses it incurs resulting from the delay.
- 11.5 The Customer shall pay the Finished Products Price and all other fees and charges due to CS in pounds sterling via bank transfer.
- 11.6 Unless a Credit Account or an alternative payment arrangement has been mutually agreed upon between the Parties (including on the basis set out in clause 18) and documented in an Order Form, the Customer shall be required to pay the Finished Products Price and all other fees and charges due to CS within 30 days from the date of CS's invoice. Time is of the essence in respect of all payments to be made by the Customer under the Agreement. Payment receipts will only be issued to Customer upon request.
- 11.7 In the event of Customer's failure to pay by the due date, CS reserves the right (without prejudice to any of its other rights or remedies under contract or at law) to:
- (a) withdraw any discounts previously granted;
  - (b) charge late payment interest on the overdue days for the amount unpaid at the rate of 3% above the prevailing Bank of England base rate, until the Customer pays the full amount
  - (c) terminate the Agreement or suspend any further delivery of the Finished Products to the Customer (even if they have already been confirmed by CS);
  - (d) render a "stop" on any Credit Account associated to the Customer; and
  - (e) recover any additional costs and expenses incurred by it, including as a result of the placement of bad debts with external agencies (and the Customer agrees to pay such additional sums).

- 11.8 CS's liability under this Agreement is contingent upon the Customer's full and proper adherence to all of its obligations in the Agreement.
- 11.9 The Customer shall not be entitled to withhold or delay payments, nor exercise any right of set-off, irrespective of its nature or origin, that might otherwise be available to it.
- 11.10 We exercise due care to ensure the accuracy of Finished Product Prices at the time of entering the relevant information. Nevertheless, please refer to clause 11.12 for the course of action in case you discover an error in the Price of the Finished Product(s) you ordered.
- 11.11 Prices for our Finished Products may change from time to time but such changes will not impact any Orders confirmed by Capri-Sun placed.
- 11.12 This clause 11 shall survive termination of the Agreement.

## **12 TERMINATION**

- 12.1 Following written acceptance by CS of an Order, the Customer may not cancel or suspend the Order, either wholly or partially, without obtaining prior written consent from CS. Any such cancellation or suspension (which shall be at CS's sole discretion) shall obligate the Customer to indemnify CS against any and all losses, (including loss of profit, loss of use, loss of production, business disruption, increased operational costs, or any other special or consequential losses), damages, costs, expenses, and other liabilities awarded against or incurred by CS as a result of or in connection with the cancellation or suspension.
- 12.2 Without prejudice to any other claims or remedies which CS may have against the Customer, CS reserves the right to immediately terminate the Agreement by providing written notice in any of the following circumstances:
- (a) if the Customer commits a material breach of any of the terms and conditions in the Agreement and (if such breach is remediable) fails to remedy that breach within 14 days of it being notified in writing to do so;
  - (b) a failure to make a payment on or before the due date for such payment; or
  - (c) if the Customer:
    - (i) is or becomes insolvent or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
    - (ii) partakes, or suffers any step or action, in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or

- (iii) suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; and
  - (d) if the Customer does or allows to be done anything that, in the reasonable opinion of CS will or may have the effect of jeopardising the Customer's ability to fulfill its financial obligations, including payment of the Finished Products Price.
- 12.3 Upon termination, the Customer shall promptly settle, upon demand, all outstanding fees, charges and expenses due at or prior to the effective date of termination.
- 12.4 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

### **13 DATA PROTECTION**

- 13.1 Any personal information shared with CS by the Customer shall be used and maintained by CS for the purpose of giving effect to the Agreement. CS will not, under any circumstances, share personal information, including names, email addresses, or bank details, with a third party, except when CS deems it necessary to disclose such information to a Court of Law, law enforcement agency, or an official body. Any further details on how CS stores your personal information can be found in Capri Sun's Privacy Policy available on its website [www.capri-sun.com](http://www.capri-sun.com).

### **14 LIMITATIONS OF LIABILITY**

- 14.1 The moment the Finished Products are delivered to you they become your sole responsibility. You are accountable for any subsequent supply, distribution, or sale of the Finished Products. This means that you must procure and sustain adequate public and product liability insurance pertaining to the Finished Products. It is also your responsibility to store the Finished Products in a suitable environment and we cannot accept any liability where your failure to store the Finished Products properly causes loss or damage.
- 14.2 References to liability in this clause 14 include every kind of liability arising under or in connection with this GTC including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 14.3 Nothing in these GTC limits any liability which cannot legally be limited, including liability for:
  - (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
  - (d) defective products under the Consumer Protection Act 1987 (product liability).

14.4 Subject to clause 14.3, CS's total liability for any direct losses under this Agreement shall be limited to the Finished Products Price actually paid to CS under the relevant Order.

14.5 Subject to clause 14.3, CS shall not be liable for any indirect or consequential losses or for any of the following:

- (a) loss of profits, sales, business, or revenue;
- (b) loss of use or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill; and
- (f) loss of agreements of contracts.

14.6 This Clause 14 shall survive termination of this Agreement.

## **15 WARRANTY**

15.1 Subject to the other provisions of the Agreement, CS warrants that on delivery, the Finished Products shall:

- (a) conform in all material respects with the Specification; and
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

15.2 CS shall not be liable for a breach of any warranty in clause 15.1 unless:

- (a) the Customer provides written notice of the defect to CS within three (3) Business Days of delivery of the Finished Products; and
- (b) it is, upon request, able to examine the relevant Finished Products. The Customer shall, if requested by CS, return the relevant Finished Products to CS's place of business at CS's reasonable expense for the examination to take place there.

15.3 CS shall not be liable for a breach of any warranty in clause 15.1 if:

- (a) the Customer makes any further use of such Finished Products after giving such notice;
- (b) the defect arises because the Customer failed to follow CS's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Finished Products or, in the absence of such instructions, the good industry practice;
- (c) the Customer alters or repairs such Finished Products without the written consent of CS;

- (d) the defect arises as a result of fair wear and tear, willful damage, negligence, abnormal storage or working conditions or any other act or omission of the Customer or its representatives; or
  - (e) the Finished Products differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 15.4 Except as stated in clauses 15.2 and 15.3, if any of the Finished Products do not meet the warranties in clause 15.1, then CS shall, at its own discretion and as the Customer's sole remedy, repair or replace such Finished Products (or the defective part) or refund the Price of such Finished Products at the pro rata Agreement rate. However, if CS makes such a request, the Customer must, at the expense of CS, return the defective Finished Products or the defective part thereof to CS.
- 15.5 Any Finished Products which have been replaced shall belong to CS without the need for further payment by CS.
- 15.6 CS reserves the right to verify compliance with the provisions of this Agreement in the scope of an audit. You shall grant us, upon submission of a reasonable advance notice, access to your premises during normal operating hours provided that the normal business is not hindered.
- 15.7 Customer acknowledges that CS's employees and agents are prohibited from making any representations or warranties concerning the Finished Products unless confirmed by two authorized signatories of CS in writing. The Customer confirms that it will not rely on any such representations or warranties which have not been confirmed accordingly.

## **16 INTELLECTUAL PROPERTY**

- 16.1 Nothing in these GTC shall be construed as granting any licence or conferring any rights in favour of the Customer under or in relation to any intellectual property or trade marks owned or claimed to be owned by CS or its licensors including those trade marks applied to the Finished Products by CS or on its behalf. CS asserts its full rights to control use of its trade marks within the UK, EU and elsewhere and the Customer shall provide all reasonable assistance necessary (at CS's cost) to prevent any infringement of CS's rights by parallel importers.
- 16.2 As between the Parties, any reputation in any trade marks affixed or applied to the Finished Products sold or otherwise supplied by the Customer shall accrue to the sole benefit of CS.
- 16.3 The Customer is prohibited from utilising (other than in relation to the Finished Products) nor seeking to register any trade mark or trade name (including any domain names or company names) that are identical to or confusingly similar with or incorporates any trade mark or trade name which CS or its licensors owns or claims rights in anywhere in the world.

16.4 The Customer shall promptly and fully notify CS of any actual or threatened infringement or third-party claims relating to any of CS's trade marks or intellectual property which comes to its attention.

16.5 This clause 16 shall survive termination of the Agreement.

## **17 EVENTS OUTSIDE OUR CONTROL**

17.1 In case of circumstances for which we are not responsible and which have a substantial influence on the production, sourcing or delivery of the Finished Products, including events of force majeure, interruption of operations at our or our affiliates' premises or in the factories of our suppliers, supply chain constraints, shortage of commodities, orders of authorities, riots, war or warlike activities, terrorist and cyber-attacks, blockades, uprisings, confiscation, embargo, natural disasters, pandemic, epidemic, quarantine, strikes, labour disputes, lock-outs, devaluation of the currency, standstill in supply or significant price increase in raw materials and similar (hereinafter "**Event Outside Our Control**"), we shall have no liability for any failure or delay to deliver the Finished Products and any of our other obligations under this Agreement.

17.2 If an Event Outside Our Control takes place that affects the performance of our obligations under an Agreement:

- (a) we will inform you as soon as soon as reasonably possible; and
- (b) our obligations under an Agreement will be temporarily suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. If the Event Outside Our Control impacts the delivery of Finished Products to you, we will coordinate a new delivery date with you after the Event Outside Our Control is over.

## **18 CREDIT**

18.1 If the Customer wishes to establish a Credit Account with CS, it must submit two satisfactory credit references; the acceptance of references and the determination of whether a Credit Account can be established is entirely at the discretion of CS.

18.2 Notwithstanding any other provision of this Agreement or the stated availability of a Credit Account, CS may, at its sole discretion, require payment in full of the Finished Products Price (together with any other outstanding amounts due to CS) before the Finished Products are delivered by or to the Customer.

18.3 If the Customer exceeds the credit limit stipulated on the Credit Account or fails to adhere to the repayment terms of the Credit Account as agreed between CS and the Customer, CS shall be entitled to put the Credit Account associated with the Customer on "stop".

18.4 CS shall be entitled to withdraw the Credit Account of the Customer at any time.

## **19 ASSIGNMENT**

- 19.1 CS may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other matter with all or any of its rights or obligations under this Agreement.
- 19.2 The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement or any part of it without the prior written consent of CS.

## **20 THIRD PARTY CLAIMS**

- 20.1 Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 20.2 The Customer shall indemnify CS on demand and in full against any liability whatsoever (including liability based on CS's negligence) which CS incurs in connection with any and all third party claims made against CS by a third party arising from any breach of this Agreement by the Customer or its employees, representatives and agents and from any act or omission by such persons.
- 20.3 This clause 20 shall survive termination of the Agreement.

## **21 CONFIDENTIALITY**

- 21.1 The Parties agree to keep any and all non-public financial, technical, commercial or other information concerning the business, customers, clients, suppliers, assets and affairs (the "**Confidential Information**") provided or made available by one Party to the other Party strictly confidential and will only use it to fulfil its rights and obligations under this Agreement.
- 21.2 Each Party shall maintain confidentiality of all such Confidential Information, and without obtaining the written consent of the other Party, it shall not disclose any relevant Confidential Information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorised disclosure); (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; (c) its employees, officers, representatives, contractors, subcontractors or adverse need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under this Agreement; or (d) is required to be disclosed by any Party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this clause.
- 21.3 This clause 21 shall survive termination of the Agreement.



## **22 MISCELLANEOUS**

- 22.1 The Customer shall promptly advise CS of any change of address. Any notice hereunder sent by CS to the Customer shall be deemed to be served within 48 hours of sending (or earlier if proof of actual delivery is obtained). Any notice hereby sent by the Customer to CS shall only be deemed to have been validly served on CS if CS shall have received the same.
- 22.2 You acknowledge that CS is committed to high standards of integrity, sustainability and ethics as described in the Capri Sun Business Code of Conduct available on Supplier's homepage (<https://www.capri-sun.com>). You will follow an integrity, sustainability and ethics standard that is at least comparable with the standard established in Capri Sun Business Code of Conduct.
- 22.3 If any term or condition of the Agreement is unenforceable or void for any reason whatsoever, each condition shall be deemed to be severable from the remaining conditions and such remaining conditions shall remain in full force and effect.
- 22.4 Customer warrants and undertakes to CS that any person signing an Order Form on behalf of the Customer is authorised to do so.
- 22.5 Failure by CS at any time to enforce provisions of this Agreement shall not be construed as a waiver of any such provision or in any way effect the validity of the Agreement or any part hereof.
- 22.6 This Agreement, and any and all disputes or claims (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed and construed in accordance with the law of England and Wales.
- 22.7 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 Agreement or its subject matter or formation.