

GENERAL TERMS AND CONDITIONS OF PURCHASE**GREENYARD FRESH UK LTD****1. Definitions**

In this agreement, the following defined terms shall have the following meanings:

"GREENYARD FRESH": Greenyard Fresh UK Limited (company number 02411719) having its registered offices at Stephenson Avenue, Pinchbeck, Spalding, Lincolnshire, England, PE11 3SW.

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

"Change of Control" occurs where there is a change in the person or entity who determines the affairs of the company (either by means of their shareholding, voting power or the terms of any constitutional document).

"Contract" means a contract between GREENYARD FRESH and the Supplier for the supply of Goods and/or Services in accordance with these Terms and Conditions, as amended or supplemented by the terms of Purchase Order, entered into in accordance with clause 3.1 below.

"Deliverables": all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

"Goods": material products or software to be provided by Supplier to GREENYARD FRESH as set out in a relevant Purchase Order.

"Intellectual Property Rights": any patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Services": services to be provided by Supplier to GREENYARD FRESH as set out in a relevant Purchase Order.

"Supplier": the natural person or legal entity with whom the delivery of Goods or provision of Services is agreed.

"Purchase Order": an order from GREENYARD FRESH, signed by an authorised representative of GREENYARD FRESH setting out the specific Goods or Services to be provided to GREENYARD FRESH by the Supplier.

"Terms and Conditions": these General Terms and Conditions of Purchase of GREENYARD FRESH.

2. Scope of application

- 2.1. These Terms and Conditions apply to all requests for quotations, offers and contracts where GREENYARD FRESH acts as a (potential) buyer and/or purchaser of Goods and/or Services. These Terms and Conditions shall also apply to all future commercial relations with the Supplier even if these Terms and Conditions are not communicated again.
- 2.2. Applicability of general terms and conditions and/or terms and conditions of sale used by the Supplier is expressly rejected.
- 2.3. No exceptions shall be made to these Terms and Conditions, unless with the express written approval of GREENYARD FRESH.

3. Formation of the Contract

- 3.1. The Terms and Conditions herein shall be deemed as accepted by the Supplier and a Contract shall be formed between GREENYARD FRESH and the Supplier incorporating these Terms and Conditions, as amended or supplemented by the terms of the relevant Purchase Order, on the earlier of:
 - 3.1.1. receipt by GREENYARD FRESH of a Purchase Order that has been countersigned by the Supplier; or
 - 3.1.2. on the provision by the Supplier of any of the Goods or Services set out in a Purchase Order, whether or not that Purchase Order has been signed by the Supplier.
- 3.2. Each Purchase Order provided by GREENYARD FRESH to the Supplier constitutes an offer to the Supplier which shall remain open for acceptance (by the Supplier countersigning the Purchase Order and returning it to GREENYARD FRESH or by commencing the delivery of Goods or Services in accordance with the Purchase Order) for ten working days from the date of the Purchase Order, failing which the offer shall lapse unless otherwise agreed by GREENYARD FRESH in writing.
- 3.3. In the event that the Supplier makes an offer to GREENYARD FRESH for the provision of any Goods or Services, that offer shall not be binding on GREENYARD FRESH and any Purchase Order signed by GREENYARD FRESH in relation to that offer shall constitute a counter-offer, open to acceptance by the Supplier in accordance with clause 3.2 above.
- 3.4. In the event that the Supplier makes any changes to a Purchase Order prior to signing and returning it to GREENYARD FRESH, those changes shall not form a part of the Contract and shall not be enforceable, and the original terms of the Purchase Order (as signed by GREENYARD FRESH) shall be valid and enforceable, unless and until the changes have been explicitly accepted by GREENYARD FRESH in writing.
- 3.5. These Terms and Conditions apply to the Contract to the exclusion of any other terms that Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.6. All of these Terms and Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

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4. Supply of Goods

- 4.1. The Supplier shall deliver the Goods on the date, at the time, and to the address stated in the relevant Purchase Order or as otherwise instructed by GREENYARD FRESH before delivery.
- 4.2. Unless otherwise agreed in writing, delivery of Goods shall be made DDP (Delivered Duty Paid) to GREENYARD FRESH's Premises (as stated above or in the relevant Purchase Order) (Incoterms 2010).
- 4.3. Unless otherwise stated in these Terms and Conditions or the relevant Purchase Order, title and risk in the Goods shall transfer to GREENYARD FRESH on delivery.
- 4.4. If the Goods must be assembled and/or commissioned, delivery is completed at the time when reliable assembly and/or commissioning has been finished. Assembly and/or commissioning are the responsibility and shall be at the risk of the Supplier, even if GREENYARD FRESH makes resources and/or manpower available.
- 4.5. If the delivery of Goods is delayed for whatever reason - except in the event of cancellation in accordance with clause 4.6 – title in the Goods shall pass to GREENYARD FRESH on the originally agreed date of delivery and as of that date the Supplier is obliged to separately store the relevant Goods and to clearly mark them as property of GREENYARD FRESH and to produce proof of ownership thereof to GREENYARD FRESH at GREENYARD FRESH's request. Nevertheless, the Goods shall remain at the Supplier's risk until they are delivered to GREENYARD FRESH.
- 4.6. If, for whatever reason, the Goods are not delivered in whole or part at the agreed time or time periods, GREENYARD FRESH has the right to cancel the order without formal notice of default. This applies for both the Goods that were not delivered and for the Goods which were already delivered in accordance with these Terms and Conditions and the relevant Purchase Order(s), but which, in GREENYARD FRESH's judgement, can no longer be effectively used due to the untimely delivery of the full shipment. In the event of such a cancellation, GREENYARD FRESH has, without prejudice to the right to damages, the right
 - a. to send back to the Supplier for his account and risk the Goods that were already delivered, in which case the Supplier shall immediately reimburse any payments already made by GREENYARD FRESH; and
 - b. to demand compensation from the Supplier for the extra costs associated with replacement purchases reasonably required by GREENYARD FRESH; and
 - c. if GREENYARD FRESH made one or more advance payments, to oblige the Supplier to immediately reimburse them to GREENYARD FRESH.
- 4.7. Goods may not be delivered early or in instalments without the prior written approval of GREENYARD FRESH. Early delivery shall not affect the agreed time of payment. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately, but failure by the Supplier to deliver any instalment on time or at all or any defect in an instalment shall entitle GREENYARD FRESH to the remedies set out in clause 4.6.
- 4.8. If GREENYARD FRESH orders Goods and one or more advance payments are made for this, on the respective days of receipt of the advance payments, to the same extent as such advance payments relate to the total purchase price, the title to a proportional share of the ordered Goods shall transfer to GREENYARD FRESH.
- 4.9. GREENYARD FRESH shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery, or, in the case of latent defect in the Goods, until a reasonable time after the latent defect has become apparent. For the avoidance of doubt, payment for Goods shall not constitute acceptance.
- 4.10. If any Goods delivered to GREENYARD FRESH do not comply with the warranties in clause 6 or are otherwise not in conformity with these Terms and Conditions or the relevant Purchase Order, then, without limiting any other right or remedy that GREENYARD FRESH may have, GREENYARD FRESH may reject those Goods and:
 - 4.10.1. require the Supplier to repair or replace the rejected Goods at the Supplier's risk and expense within five Business Days of being requested to do so; or
 - 4.10.2. require the Supplier to repay the price of the rejected Goods in full (whether or not GREENYARD FRESH has previously required the Supplier to repair or replace the rejected Goods); and
 - 4.10.3. claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Goods that do not conform with these Terms and Conditions or the Purchase Order.

5. Supply of Services

- 5.1. The Supplier shall, from the date and for the duration set out in the Purchase Order, supply the Services to GREENYARD FRESH in accordance with these Terms and Conditions as amended or supplemented by the terms of the Purchase Order.
- 5.2. The Supplier shall meet any performance dates for the Services specified in the Purchase Order or that GREENYARD FRESH notifies to the Supplier, and time is of the essence in relation to any of those performance dates.
- 5.3. In providing the Services, the Supplier warrants that it shall (and shall procure that its officers, employees and agents performing the Services shall):
 - 5.3.1. co-operate with GREENYARD FRESH in all matters relating to the Services, and comply with all instructions from GREENYARD FRESH and its employees, officers and agents;
 - 5.3.2. perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - 5.3.3. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number, to ensure that the Supplier's obligations are fulfilled in accordance with these Terms and Conditions and the terms of the relevant Purchase Order;
 - 5.3.4. ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Purchase Order, and that the Deliverables shall be fit for any purpose that GREENYARD FRESH expressly or impliedly makes known to the Supplier;
 - 5.3.5. provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 5.3.6. use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to GREENYARD FRESH, will be free from defects in workmanship, installation and design;

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- 5.3.7. hold all materials, equipment and tools, drawings, specifications and data supplied by GREENYARD FRESH to the Supplier in safe custody at its own risk, maintain them in good condition until returned to GREENYARD FRESH, and not dispose or use them other than in accordance with GREENYARD FRESH written instructions or authorisation;
- 5.3.8. not do or omit to do anything which may cause GREENYARD FRESH to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that GREENYARD FRESH may rely or act on the Services; and
- 5.3.9. comply with any additional obligations as set out in the relevant Purchase Order.

6. Prices and payment

- 6.1. All prices set out in the Purchase Order are binding and are inclusive of packaging, insurance, carriage, import or export duties or other taxes or levies and any other costs or expenses directly or indirectly incurred by the Supplier, unless otherwise stated therein, and shall be the full and exclusive remuneration of the Supplier in respect of the supply of Goods or Services. No extra charges shall be effective unless agreed in writing and signed by GREENYARD FRESH.
- 6.2. All amounts payable by GREENYARD FRESH are exclusive of amounts in respect of valued added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made by the Supplier to GREENYARD FRESH, GREENYARD FRESH shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 6.3. In respect of Goods, invoices must be submitted on the day of delivery or immediately thereafter. In respect of Services, invoices must be submitted on the day of completion of the Services or immediately thereafter. Each invoice shall be raised in accordance with the relevant Purchase Order and shall include such supporting information required by GREENYARD FRESH to verify the accuracy of the invoice, including but not limited to the relevant Purchase Order number.
- 6.4. The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in performing any Services, and shall allow GREENYARD FRESH to inspect such records at all reasonable times on request.
- 6.5. In consideration of the supply of Goods and/or Services, GREENYARD FRESH shall pay to Supplier the invoiced amount (to a bank account nominated in writing by the Supplier) within [45] days after the end of the month of receipt of the invoice.
- 6.6. GREENYARD FRESH may at any time set off any liability of the Supplier to GREENYARD FRESH against any liability of GREENYARD FRESH to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this contract. If the liabilities to be set off are expressed in different currencies, GREENYARD FRESH may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by GREENYARD FRESH of its rights under this clause shall not limit or affect any other rights or remedies available to it.
- 6.7. GREENYARD FRESH has a period of one month as of the receipt of the invoice to raise any disputes in the event that the invoice contains errors or irregularities. The period in which complaints may be submitted about irregularities or defects will continue at least until the Goods are processed or used. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Supplier shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment.

6. Additional Warranties

- 6.1. The Supplier warrants and represents that the Goods and /or Services shall:
 - a) in every respect correspond to the specification set forth in the Purchase Order, and
 - b) in every respect, be of satisfactory quality and fit for the purpose for which they are ordered, unless the Supplier proves that he could not reasonably have been familiar with this purpose, and in this respect GREENYARD FRESH relies on the Supplier's skill and judgment,
 - c) where Goods are manufactured products, be free from defects in design, materials and workmanship and remain so for [12] months after delivery; and
 - d) comply with all applicable statutory and regulatory requirements applicable to the relevant Goods or Services (including in relation to the manufacture, labelling, packaging, storage, handling and the delivery of the Goods).
- 6.2. The Supplier warrants and represents that the Goods have no characteristics that can cause harm to persons or things.
- 6.3. The Supplier warrants and represents that the Goods and/or Services shall in every respect satisfy the quality or quantity requirements that are established by or pursuant to the law or which are nationally and/or internationally customary, as well as international standards of generally recognised standardisation institutes, and also that they meet the norms and technical standards that are generally recognised in the sector as well as all applicable principles and prescriptions of quality standards in particular, those relating to food safety.
- 6.4. If the nature of the Goods and/or Services gives occasion for this, the Supplier undertakes to promptly perform maintenance activities and repairs and to supply parts at fair prices during a period at least ten years after delivery, if requested to do so. In addition to clear oral instructions, the Supplier must also provide good written instructions in English on operation and maintenance, at the latest at the time when the Goods and/or Services are delivered.
- 6.5. The Supplier undertakes to possess or obtain in advance any necessary quality certificates as requested by GREENYARD FRESH, and to submit them to GREENYARD FRESH at its request.

7. Rejection

- 7.1. If it becomes apparent that the Goods and/or Services do not correspond in whole or part to the Purchase Order, GREENYARD FRESH shall send a written rejection notice to the Supplier within a reasonable period on discovery. In that event, the Supplier shall bear the costs incurred in returning the Goods, and shall assume risk for the Goods on receipt of the written notice.

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7.2. GREENYARD FRESH and the Supplier shall negotiate in good faith to agree how the rejected Goods and/or Services shall, within a reasonable period for GREENYARD FRESH, be replaced or corrected for the account and at the risk of the Supplier, in order to bring the delivery into accordance with the Purchase Order. If GREENYARD FRESH does not reach agreement with the Supplier, any extra expenditures on top of the order price that must be reasonably incurred by GREENYARD FRESH for the acquisition of replacement Goods and/or Services shall be compensated by the Supplier to GREENYARD FRESH. In addition, GREENYARD FRESH shall have the right (i) to compensation of all other damage as a result of the defectiveness of the Goods and/or Services, (ii) to dissolve the contract in whole or part by simple written notification and without judicial intervention, and/or (iii) to demand reduction of the purchase price.

8. Compliance

- 8.1. The Supplier shall ensure that at all times it has and maintains all the licenses, permissions, authorisations, consents and permits that it needs to carry out its obligations in respect of the provision of Goods and/or Services.
- 8.2. In providing the Goods and/or Services, the Supplier shall (and shall ensure that its employees, officers and agents shall):
- 8.2.1. comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Goods and/or Services, including, but not exclusively, those relating to health and safety, hygiene and the environment and any policies or guidelines of GREENYARD FRESH made known to Supplier;
- 8.2.2. observe all health and safety rules and regulations and any other security requirements that apply at any of GREENYARD FRESH premises.
- 8.3. The Supplier shall be responsible ensuring that its officers, employees and agents involved in the performance of the Services comply with the provisions of these Terms and Conditions and shall be directly liable to GREENYARD FRESH for any breach of these Terms and Conditions by any such person, as if that breach had been committed directly by the Supplier.
- 8.4. It is mutually agreed and declared that no relationship of employer and employee is created by any Contract and that accordingly each party shall remain responsible for all matters relating to remuneration of its employees and contractors, including any obligations to pay any taxes, national insurance contributions or any other applicable taxes, levies or charges ("Charges") and shall indemnify the other party against all claims and demands that may be made on such other party in relation to any Charges payable in respect of the first party's employees and contractors.

9. Liability

- 9.1. The Supplier shall be liable for and shall defend, indemnify and hold harmless GREENYARD FRESH from and against any and all costs (including the judicial and extrajudicial procedural costs) expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with:
- 9.1.1. any claim made against GREENYARD FRESH for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Goods or any Deliverables, or the receipt, use or supply of the Services;
- 9.1.2. any claim made against GREENYARD FRESH by a third party arising out of, or in connection with, the supply of the Goods or Deliverables, as delivered, or the Services; and
- 9.1.3. any claim made against GREENYARD FRESH by a third party arising out of, or in connection with, defects in the Goods or Deliverables, as delivered, or the Services.
- 9.2. The Supplier undertakes to maintain in force, with a reputable insurance company, appropriate professional liability insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with these Terms and Conditions and any relevant Purchase Order, and shall, on GREENYARD FRESH's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of such insurance
- 9.3. Neither party limits its liability (if any) to the other for: personal injury or death resulting from negligence; fraud; or any other matter for which it would be illegal to exclude or attempt to exclude its liability.
- 9.4. Subject to clause 9.3, GREENYARD FRESH's aggregate liability to Supplier under or in connection with any Contract (whether in contract, tort including negligence, breach of statutory duty, restitution or otherwise) in respect of all and any loss or damage howsoever caused will be limited to the total amount paid or payable by GREENYARD FRESH for the relevant Goods and/or Services under the relevant Purchase Order.
- 9.5. This clause 9 shall survive termination of any contract between the Supplier and GREENYARD FOOD.

10. Confidentiality

- 10.1. Purchase Orders are confidential and shall not be made public by the Supplier for advertising or sales-promoting purposes.
- 10.2. The Supplier shall maintain the confidentiality of all data and knowledge relating to the business affairs, customers, clients or suppliers of GREENYARD FRESH ("Confidential Information") whether provided by GREENYARD FRESH or which became known to him in some way, and shall only use the Confidential Information for the purpose of complying with its obligations to GREENYARD FRESH (the "Purpose").
- 10.3. The Supplier shall only disclose to Confidential Information:
- 10.3.1. to its employees, officers, representatives, subcontractors or advisors ("Representatives") who need to know such information for the Purpose, and shall ensure that its Representatives to whom the Confidential Information is disclosed comply with the provisions of this clause 10. At GREENYARD FRESH's first request, the Supplier shall procure that all Representatives of the Supplier who are involved in the supply of Goods or Services to GREENYARD FOZEN shall sign a non-disclosure agreement in favour of GREENYARD FRESH furnished by GREENYARD FRESH;
- 10.3.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority

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- 10.4. In the event of non-fulfilment of an obligation resulting from this clause 10, the Supplier shall owe for each violation a compensation of £25,000, without prejudice to GREENYARD FRESH's right to compensation of the harm actually suffered by it.
- 10.5. Upon termination of a Contract, the Supplier and its Representatives shall return to GREENYARD FRESH all Confidential Information and all other materials and documentation that came into his possession relating to GREENYARD FRESH in relation to the supply of Goods and/or Services, at GREENYARD FRESH's reasonable request.

11. Resources, intellectual property and know-how

- 11.1. If, pursuant to any Contract, GREENYARD FRESH provides to the Supplier models, samples, drawings, descriptions and/or other resources ("Resources"), these Resources shall remain the exclusive property of GREENYARD FRESH and the Supplier shall return them directly to GREENYARD FRESH upon the delivery of the Goods and/or Services or at GREENYARD FRESH's first request.
- 11.2. The Supplier acknowledges that the ownership of the Resources, including the Intellectual Property Rights relating to Resources, provided by GREENYARD FRESH and the know-how provided by GREENYARD FRESH, remains with GREENYARD FRESH. The Supplier may only use these Resources and/or knowledge for the execution of the relevant Contract and shall not make public and/or reproduce these Resources and knowledge without the advance written approval of GREENYARD FRESH.
- 11.3. All Intellectual Property Rights that may arise as a result of or in connection with the supply of the Goods or Services shall vest exclusively in GREENYARD FRESH. The Supplier hereby assigns to GREENYARD FRESH any Intellectual Property Rights it may have in the Goods and/or the Deliverables and shall, at Supplier's costs, execute all documents and do all acts as may, in the opinion of GREENYARD FRESH, be necessary to give effect to this clause.
- 11.4. The Supplier shall indemnify GREENYARD FRESH against all claims for compensation or penalties of third parties relating to violations of Intellectual Property Rights committed by the Supplier as well as against all claims of third parties in the matter of violations of Intellectual Property Rights relating to Resources transferred by the Supplier to GREENYARD FRESH and shall compensate GREENYARD FRESH for any harm resulting from any violation.
- 11.5. The Supplier is not authorised to use GREENYARD FRESH's name or brands, for whatever reason, for promotional or advertising purposes without the advance written approval of GREENYARD FRESH.

12. Transfer and sub-contracting

- 12.1. GREENYARD FRESH may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under any Contract.
- 12.2. Without GREENYARD FRESH's advance written approval, the Supplier shall not transfer, assign or sub-contract any Contract or any part thereof.
- 12.3. If the Supplier, after securing advance written approval from GREENYARD FRESH, calls upon sub-contractors, the Supplier shall ensure that those sub-contractors comply with these Terms and Conditions (as amended or supplemented by the relevant Purchase Order).
- 12.4. Use of subcontractors by Supplier shall not relieve Supplier of any liability or obligation under any Contract and the Supplier shall be liable for all acts, works, omissions and defaults of any of its subcontractor or his personnel as fully as if they were the acts, works, omissions or defaults of the Supplier.

13. Termination

- 13.1. Without affecting any other right or remedy available to it, GREENYARD FRESH may terminate any Contract:
- 13.1.1. on giving not less than [one month's] written notice to the Supplier;
- 13.1.2. with immediate effect by giving written notice to the Supplier if:
- 13.1.2.1. there is a Change of Control of the Supplier;
- 13.1.2.2. the Supplier's financial position deteriorates to such an extent that in GREENYARD FRESH's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 13.1.2.3. the Supplier commits a breach of clause 8.
- 13.2. Without affecting any other right or remedy available to it, either party may terminate any Contract with immediate effect by giving written notice to the other party if:
- 13.2.1. the other party commits a material breach of any other term of the Contract which breach is irremediable or 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;
- 13.2.2. the other party repeatedly breaches any of term of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- 13.2.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
- 13.2.4. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or the other party is declared to be in a state of bankruptcy liquidation, merger or takeover.

14. Consequences on termination

- 14.1. On termination of any Contract, the Supplier shall immediately deliver to GREENYARD FRESH all Deliverables, whether or not then complete, and return to GREENYARD FRESH all Resources and any Confidential Information. If the Supplier fails to do so, then

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- 14.2. GREENYARD FRESH may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 14.3. Termination of any Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.
- 14.4. Any provision of these Terms and Conditions (as amended by the relevant Purchase Order) shall expressly or by implication be intended to come into or continue in force after termination of a Contract shall remain in full force and effect.

15. General Provisions

- 15.1. These Terms and Conditions and the relevant Purchase Order constitute the entire agreement between the parties and shall supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, in relation to the subject matter.
- 15.2. Nothing in any Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, or constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 15.3. A waiver of any right or remedy under a Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach of default.
- 15.4. Neither party shall be in breach of contract nor liable for delay in performing, or failing to perform, any of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of non-performance continues for [3 months], the party not affected may terminate the relevant Contract by giving [7 days'] written notice to the affected party.
- 15.5. Unless expressly stated otherwise, a Contract does not give rise to any rights to any person other than the Supplier or GREENYARD FRESH to enforce any term of the Contract.

16. Applicable law and jurisdiction

- 16.1. These Terms and Conditions and each Contract incorporating them, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with their subject matter or formation shall be governed and construed in accordance with the laws of England and Wales.
- 16.2. 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 these Terms and Conditions, each Contract incorporating them, and their subject matter or formation.
- 16.3. In case a clause of these Terms and Conditions or any Purchase Order is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.