



Standard Terms and conditions for the Supply of Goods for Resale to Co-op

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1 Definitions and Interpretation

1.1 As used in these Terms and Conditions unless the context otherwise requires:

“**Business Day**” means a day other than a Saturday, Sunday or public holiday recognised in England;

“**Charges Matrix**” means the list of charges available on the Supplier Portal, as amended and updated from time to time by Co-op;

“**Code**” means the Groceries Supply Code of Practice 2009;

“**Confidential Information**” means any information, however conveyed or presented (whether disclosed orally or in writing), that relates to the business, affairs, operations, customers, members, processes, budgets, pricing policies, product information, recipes, formulae, strategies, developments, trade secrets, know-how, personnel and suppliers of Co-op, a member of the Co-op Group or the Supplier, together with all information derived from any such information and any other information clearly designated by a party as being confidential to it (whether or not it is marked 'confidential') or which ought reasonably be considered to be confidential (and shall, in the case of Co-op and each member of the Co-op Group, include Co-op Data);

“**Co-op**” means Co-operative Group Limited a registered society, registered in England with registration number 525R and whose registered office is at 1 Angel Square, Manchester, M60 0AG;

“**Co-op Brand Goods**” means Goods that are branded with Co-op Trademarks or other brand requirement specified by Co-op from time to time and shall include any instalment of any of them or any part of them;

“**Co-op Data**” means any data including Personal Data (as defined by Data Protection Legislation), information, text, visual or graphic representations and other materials in any medium or format owned by or licensed to Co-op or a member of the Co-op Group and used by the Supplier in connection with the supply of Goods and the performance of any Contract;

“**Co-op Group**” means Co-op and any company or other undertaking which is a Group Undertaking as defined in section 1161(5) of the Companies Act 2006 in each case for the time being and ‘member of the Co-op Group’ shall be construed accordingly;

“**Co-op Trademarks**” means any and all of the trademarks, service marks, logos, get-up, designs, rights in designs, copyright and business names in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights and similar or equivalent rights or forms of protection in any part of the world which are specified and/or supplied by Co-op or a member of Co-op Group to the Supplier in connection with the supply of Goods;

“**Contract**” means any agreement between Co-op and the Supplier for the supply of Goods and shall incorporate and be subject to these Terms and Conditions;

“**Commercial Terms**” means an agreement between the Supplier and Co-op setting out any over-riders, rebates, the Price or any other category or product specific matter relevant to the Goods;

“**Data Protection Legislation**” means all laws that relate to data protection, privacy, the use of information relating to individuals, and or the information rights of individuals including, without limitation, the Data Protection Act 2018, the Privacy and Electronic Communication (EC Directive) Regulations 2003, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Consumer Protection from Unfair

Trading Regulations 2008, the General Data Protection Regulation (EU) 2016/679) and any relevant national laws implementing the same;

“Force Majeure Event” means an occurrence beyond the control and without the fault or negligence of the party affected and which that party is unable to prevent or provide against by the exercise of reasonable diligence, including acts of God, fire, flood, earthquake, unusually severe weather or elements of nature, war, embargo, riot, civil disorder, rebellion or revolution, and for the avoidance of doubt, shall not include: (a) failure by the Supplier adequately to test any equipment supplied by a third party or other service component prior to installation, or any consequence of any such failure; (b) strikes or other industrial action of Supplier Personnel; (c) failure to secure any resources; or (d) any change in economic, market or other circumstances as a result of the United Kingdom ceasing to be a member of the European Union (including any change in law resulting from or following such cessation, or the imposition of or change to any taxes, tariffs or duties on any goods or services);

“Goods” means the goods set out in the Order and any instalment or any part of them and shall include Co-op Brand Goods and Groceries where applicable;

“Intellectual Property Rights” means all patents, rights to inventions, copyright and related rights, moral rights, database rights, semiconductor topography rights, supplementary protection certificates, petty patents, utility models, plant variety rights, rights in designs, trademarks, service marks, trade names, domain names, rights in goodwill, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)), recipes and formulae and other similar or equivalent rights or forms of protection (whether registered or unregistered) and all applications (or rights to apply) for, and for renewals and extensions of, such rights as may now or in the future exist anywhere in the world;

“Losses” liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, Retail Gross Profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses);

“Order” means an order made by Co-op for the supply of Goods at the Price;

“Price” means the price payable for the supply of Goods prevailing at the time of an Order as a result of it having been agreed in a Commercial Terms or otherwise from time to time between Co-op and the Supplier in pounds sterling (unless an alternate currency is otherwise expressly agreed between the parties) excluding VAT and, unless otherwise expressly stated, excluding discounts, but including packaging, delivery, freight, carriage, insurance, and loading and off-loading charges; **“Relevant Records”** means all data (including Co-op Data), records, documents and other materials in any media or format within the possession or control of the Supplier, or its subcontractors from time to time which relate to the supply of Goods or otherwise relate to the provision of the Supplier's obligations under a Contract, or which relate to the Price;

“Retail Gross Profit” means the difference between the Price and the average of the retail prices in Co-op stores applicable to the Goods during the relevant period;

“Slavery and Human Trafficking” has the meaning given to it in Section 54(12) of the Modern Slavery Act 2015;

“Specification” means the specification of the Goods together with any other requirements agreed between Co-op and the Supplier;

“Supplier” means the person, firm or company or other incorporated or unincorporated body to whom the Order is addressed for the purposes of supplying the Goods;

“**Supplier Guidelines**” means the documents available on the Supplier Portal which outline the specific operational processes the Supplier will follow;

“**Supplier Personnel**” means the staff (including directors, officers, employees, agents and workers) of the Supplier and its subcontractors engaged in connection with a Contract;

“**Supplier Portal**” means the electronic portal used to exchange information relating to the supply of the Goods to which Co-op will provide the Supplier access;

“**Supply Agreement**” means these Terms and Conditions, the Charges Matrix, the Supplier Guidelines, any Contracts and any Commercial Terms together with any other agreements between the Supplier and Co-op;

“**Terms and Conditions**” means these terms and conditions as described in clause 2.1; and

“**VAT**” means value added tax.

1.2 In these Terms and Conditions:

1.2.1 “**Code Compliance Officer**”, “**De-list**”, “**Groceries**”, “**Payment**”, “**Promotion**”, “**Reasonable Notice**”, “**Require**”, “**Shrinkage**”, and “**Wastage**” shall have the meanings given to them in the Code ;

1.2.2 the singular includes the plural and vice versa and any gender includes any other gender;

1.2.3 the headings are inserted for convenience only and do not affect the construction or interpretation of these Terms and Conditions;

1.2.4 references to these Terms and Conditions or any other document are to these Terms and Conditions or that document as in force for the time being and as amended, supplemented, varied, modified, renewed or replaced or extended from time to time in accordance with the requirements of these Terms and Conditions or that document (as the case may be);

1.2.5 a reference to a statute or statutory provision shall unless otherwise stated be construed as including a reference to any subordinate legislation (as defined by section 21(1) Interpretation Act 1978) made from time to time under the statute or statutory provision;

1.2.6 references to any law, statute, enactment, order, regulation or other similar instrument (**‘Legislation’**) (and Legislation having effect in the UK shall be **‘UK Legislation’**) shall, unless otherwise stated, be construed as a reference to each of the same as amended, replaced or superseded by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof;

1.2.7 where the UK ceases to be (or where UK Legislation is passed in anticipation of the UK ceasing to be) a member of the EU, references to Legislation originating from the EU (whether directly effective in the UK or which was effective in the UK via UK Legislation) (**‘EU Legislation’**) shall be construed as including a reference to any UK Legislation which replaces EU Legislation, or which implements or transposes EU Legislation into UK Legislation;

1.2.8 reference to writing shall include email or other electronic means;

1.2.9 references to Terms and Conditions are to these Terms and Conditions and a reference to a clause number is, unless otherwise specified, a reference to all its sub-clauses or sub-paragraphs; and

1.2.10 the words 'other', 'includes', 'including' 'for example' and 'in particular' do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

2 Terms and Conditions

2.1 These Terms and Conditions incorporate:

2.1.1 the Charges Matrix, the Supplier Guidelines, the Specification and all other documents expressly referred to in these Terms and Conditions; and

2.1.2 for the supply of Groceries, the Code.

2.2 If there is any conflict, inconsistency or ambiguity between:

2.2.1 these Terms and Conditions and any Order, the Order shall prevail;

2.2.2 these Terms and Conditions and the Charges Matrix or the Supplier Guidelines, the Charges Matrix or the Supplier Guidelines, as the case may be, shall prevail;

to the extent of such conflict, inconsistency or ambiguity only and provided always that such provisions are not inconsistent with the Code.

2.3 These Terms and Conditions shall apply to each Contract to the exclusion of any term that the Supplier may seek to impose under any quotation, confirmation of any Order, delivery note, invoice or other standard document of the Supplier.

2.4 These Terms and Conditions may be expressly varied in accordance with clause 3 (Variation) save that, for the purposes of this clause 2 and clause 3, signing any quotation, confirmation of any Order, delivery note or other standard document of the Supplier shall not amount a variation of these Terms and Conditions.

3 Variation

3.1 No variation to these Terms and Conditions or any Contract shall be effective unless agreed in writing and signed by a duly authorised representative of Co-op on behalf of Co-op and the relevant account manager or another duly authorised person on behalf of the Supplier.

3.2 Where a variation is agreed orally such variation shall be effective from the date of such oral agreement provided that it is also agreed in writing within 3 Business Days after such agreement.

3.3 In connection with the supply of Groceries no variation to these Terms and Conditions or any Contract shall take effect retrospectively unless permitted by the Code.

3.4 Notwithstanding clause 3.1 Co-op may unilaterally vary these Terms and Conditions on Reasonable Notice in writing to the Supplier.

3.5 Where the Supplier and Co-op agree that, in respect of particular Goods, Co-op shall be entitled to a Price discount or rebate (whether to be credited at the time of invoicing for such Goods or

subsequently) which is dependent upon and/or variable with the volume of such Goods ordered by Co-op or delivered and/or invoiced by the Supplier during a given period of time, the Supplier and Co-op may agree that such period of time will begin before such agreement is reached and that the discount or rebate will have retroactive effect.

4 Contracts and Cancellations

- 4.1 In consideration for payment of the Price by Co-op the Supplier shall supply such Goods as required by any Order in accordance with these Terms and Conditions.
- 4.2 The Supplier acknowledges and agrees that Co-op enters into each Contract on its own behalf and, where relevant, for the benefit of members of the Co-op Group, other independent co-operative societies that are part of its buying group, its wholesale customers and its franchisees.
- 4.3 Each Order shall form a separate Contract.
- 4.4 Co-op may at any time purchase Goods from other suppliers and nothing in these Terms and Conditions shall imply any exclusivity of supply.
- 4.5 An Order or any part of it may be cancelled by Co-op giving written notice to the Supplier at any time prior to dispatch of the Goods without liability on the part of Co-op, save that Co-op shall compensate the Supplier for the net costs incurred as a direct result of such cancellation, calculated by taking into account the proceeds of re-sale achieved, or which ought reasonably to have been achieved, by the Supplier in respect of such cancelled Goods.

5 Goods

- 5.1 The Supplier undertakes and warrants that all Goods supplied by the Supplier to Co-op shall:
 - 5.1.1 conform with any and all quantities, stipulations, samples and descriptions and also with all Co-op technical specifications and any other Co-op requirements as supplied in writing by Co-op to the Supplier from time to time;
 - 5.1.2 be manufactured, packaged and labelled, stored and distributed in accordance with all applicable statutes, statutory provisions, sub-ordinate legislation and other instruments and regulations as may be applicable (whether prescribed domestically or by the EU), as prescribed in writing by Co-op from time to time and in a manner to ensure that they reach their destination in good condition;
 - 5.1.3 be fit for any purpose made known expressly, or by implication, to the Supplier by Co-op;
 - 5.1.4 be free from any defects in design, composition, workmanship, materials and ingredients and remain so for a reasonable period (considering the type of Goods) following delivery as prescribed by any relevant technical specification or as otherwise agreed in writing between the Supplier and Co-op from time to time;
 - 5.1.5 be safe and not pose a risk to health when used for the purpose intended or made known to or which should be reasonably inferred by the Supplier considering the shelf-life, and extendable shelf-life where suitable for home freezing, in the case of edible Goods; and
 - 5.1.6 have sufficient shelf-life at the time of delivery to be retailed at their usual retail selling price without discounts in the ordinary course of business and in any event as required

by any relevant technical specification or as otherwise agreed in writing between the Supplier and Co-op from time to time.

5.2 The Supplier shall:

- 5.2.1 comply with all applicable statutes, statutory provisions and sub-ordinate legislation and other instruments and regulations as may be applicable to Goods and their manufacture, packing, packaging, marking, storing, handling, transportation and delivery;
- 5.2.2 obtain and keep in force for each Contract all licences, consents, permissions, authorisations and permits needed or desirable for the manufacture and/or supply of the Goods;
- 5.2.3 where the Goods are produced by, or for the Supplier outside the EU, take all reasonable steps to ensure that all applicable health and safety law, welfare, hygiene and environmental laws of the country concerned are complied with;
- 5.2.4 comply in all respects with any Co-op policy or guidelines from time to time applicable and notified in advance in writing to the Supplier; and
- 5.2.5 act in good faith towards Co-op at all times.

5.3 The Supplier undertakes, warrants and represents that:

- 5.3.1 it has the right to sell the Goods;
- 5.3.2 the Goods shall be free from any charge, lien or other encumbrance of any nature whatsoever; and
- 5.3.3 the Goods may be retailed by Co-op and by members of the Co-op Group, other independent co-operative societies that are part of its buying group, its wholesale customers and its franchisees in the ordinary course of business without any interference from the Supplier or any third party.

5.4 In connection with the supply of Groceries by the Supplier Co-op shall deal fairly and lawfully with the Supplier at all times and in accordance with the Code.

6 Co-op Brand Goods

6.1 In addition to the obligations under clause 5, the Supplier shall ensure that all Co-op Brand Goods supplied by the Supplier to Co-op:

- 6.1.1 conform to the Specification;
- 6.1.2 conform to codes of practice, standards and other requirements applicable to the Co-op Brand Goods being supplied, as set out in Co-op's 'myCore' system or any replacement system;
- 6.1.3 use such Co-op Trademarks as may be specified from time to time by Co-op in accordance with any and all guidelines and requirements provided by Co-op;
- 6.1.4 be manufactured by the Supplier at sites prior approved in writing by Co-op or its agents (for avoidance of doubt, subcontracting of production shall not be permitted except in accordance with any prior written approval of Co-op on such terms as Co-op

shall deem appropriate), sites must comply with Co-op's Sound Sourcing Code of Practice and Monitoring Programmes and be registered with Sedex;

- 6.1.5 in the case of the supply of food Goods, have achieved and maintain accreditation to the applicable BRC Global Standard For Food Safety; and
- 6.1.6 in the case of the supply of non-food Goods, have achieved and maintain accreditation to the applicable BRC Global Standard For Consumer Groceries.
- 6.2 Co-op shall provide the Supplier with artwork for Co-op Brand Goods packaging and labelling. The Supplier shall provide Co-op with full and accurate information concerning Co-op Brand Goods for the purposes of ensuring that all packaging, labelling and other applicable statutes, statutory provisions and sub-ordinate legislation, regulations and instruments are complied with. The Supplier shall verify that the information provided on such packaging complies with all aforementioned legislation and that it is complete and accurate. In the event that the packaging or labelling fails to comply with the provisions of this clause 6.2, the Supplier shall immediately give Co-op written notice of the nature and extent of such failure in sufficient detail to enable the matter to be remedied promptly at the Supplier's expense. Co-op shall not be liable to pay for any Goods incorrectly or inadequately packaged or labelled.
- 6.3 The Supplier warrants to Co-op that Co-op Brand Goods (excluding labelling, design and artwork but including container and packaging) shall not infringe any third party Intellectual Property Rights of any nature whatsoever including registered and unregistered design rights. The Supplier shall at its own expense and at no cost to Co-op assign and/or procure the assignment of any and all Intellectual Property Rights in any recipe or formula or part of them used in connection with Co-op Brand Goods and any such recipe or formula shall be deemed to be Confidential Information of Co-op. The Supplier shall indemnify and keep indemnified Co-op for any Losses which it suffers or incurs in the event of a breach of this warranty under this clause 6.3.
- 6.4 Co-op warrants to the Supplier that Co-op Trademarks do not infringe any third party Intellectual Property Rights of any nature whatsoever including without limitation registered and unregistered design rights. Co-op shall indemnify and keep indemnified the Supplier for any Losses which it suffers or incurs as a direct result of a breach of this warranty under this clause 6.4.
- 6.5 The artwork and technical specification provided by Co-op may not be amended without Co-op's express agreement in writing. The Supplier shall bear any and all costs incurred in amending the artwork, packaging and labelling of Co-op Brand Goods where such amendment is agreed.
- 6.6 Co-op may at its discretion but not more than once in any 12 month period update its designs for artwork and the Supplier shall be required to pay the costs incurred by amending the artwork, packaging and/or labelling of Co-op Brand Goods to accommodate such updating provided always that Co-op shall give Reasonable Notice to the Supplier of such change which may lead to residual stocks of packaging. For the avoidance of doubt the Supplier shall comply with any updates required by any statute, statutory provision or subordinate legislation as required by clause 6.2 above at its own cost.
- 6.7 All Intellectual Property Rights of whatsoever nature in any artwork, surface designs, logos, product names, packaging, designs, material, instruction and other material prepared or used in the manufacture and/or supply of Co-op Brand Goods whether prepared by Co-op or the Supplier shall be the property of Co-op and shall remain the property of Co-op on completion of the Contract. Unless otherwise expressly agreed in writing all such Intellectual Property Rights

in such materials shall vest in Co-op and the Supplier shall assign or procure the assignment of all right, title and interest of any nature whatsoever in any and all such Intellectual Property Rights to Co-op and the Supplier shall waive or procure the waiving of any and all moral rights in connection with such Intellectual Property Rights. The Supplier shall do all such acts and execute all such deeds and documents as may be required by Co-op in writing to vest such Intellectual Property Rights in Co-op.

6.8 The Supplier is permitted to use Co-op Trademarks in the manner specified in these Terms and Conditions for the purposes of discharging its obligations as to the manufacture and/or supply of Co-op Brand Goods but not further or otherwise.

6.9 The Supplier shall not without prior written consent from Co-op use any Co-op Trademarks in any promotional or marketing material for itself or any third party.

6.10 The Supplier shall not dispose of any Co-op Brand Goods or other item of any nature whatsoever bearing any of Co-op Trademarks except in accordance with the provisions of this clause 6 or otherwise agreed in writing with Co-op.

6.11 Subject to clause 6.12, except in relation to any fit for purpose Goods which Co-op agrees in advance in writing may be re-distributed through a donation scheme approved by Co-op, the Supplier shall not use, sell or dispose of Co-op Brand Goods or other items of any nature whatever bearing Co-op Trademarks or that contain any reference to Co-op or any member of Co-op Group which:

6.11.1 have not been made available for delivery to Co-op for any reason whatsoever;

6.11.2 have been delivered to Co-op, or made available for delivery to Co-op but which have been rejected by Co-op;

6.11.3 form any surplus stock of Co-op Brand Goods manufactured by or on behalf of the Supplier;

unless Co-op Trademarks and any item containing reference to Co-op or any member of Co-op Group have been removed, stripped off and/or completely obliterated in such a manner that Co-op Brand Goods may no longer be identified as relating or referring to Co-op.

6.12 In the event of any disposal of Co-op Brand Goods (whether the branding has been removed, stripped off or completely obliterated or not) or Goods otherwise marked so as to indicate association with Co-op (whether removed, stripped off or completely obliterated or not) the Supplier shall provide to Co-op a written account of such disposals including quantities, date, codes, packaging information, method and place of disposal and the party to whom Co-op Brand Goods were disposed.

6.13 The Supplier grants to Co-op (and its respective contractors, employees, officers, agents, consultants and subcontractors) a royalty-free and fully paid up non-exclusive irrevocable licence to use and copy (including for back up purposes in accordance with best industry practice) anything which is provided by the Supplier to Co-op in connection with Co-op Brand Goods including data, software, computer programs, documents, drawings, illustrations, preparatory materials, specifications, designs, worked examples, negatives, positive bromides, reports, equipment, tools, dyes and moulds necessary to allow Co-op to obtain all the benefit of Co-op Brand Goods to the extent that the Intellectual Property Rights in such things are not vested in Co-op under clause 6.7.

- 6.14 In the event of any disposal of Co-op Brand Goods not in accordance with this clause 6, the Supplier shall immediately recover Co-op Brand Goods at its own expense and shall account to Co-op for sums received by it on such disposal or, at Co-op's option, shall pay to Co-op the Retail Gross Profit in respect of such Co-op Brand Goods. The provisions of this clause 6.14 shall be in addition to any and all other rights Co-op may have.
- 6.15 The Provisions of this clause 6 shall survive completion of the Contract, termination and/or De-listing where appropriate.

7 Product Testing and Inspection of Co-op Brand Goods

- 7.1 Co-op relies on the skill and judgement of the Supplier in the provision of the Goods. However Co-op, its employees, agents or subcontractors may (but shall not be obliged) to inspect and/or test any of the Co-op Brand Goods supplied or to be supplied to ensure conformity with any Contract and the Specification from time to time. In addition to such random inspection and testing Co-op shall in any event arrange for the testing and inspection of Co-op Brand Goods by a third party service provider, as set out in the Supplier Guidelines, appointed for that purpose and the cost of such inspection and testing shall be payable by the Supplier directly to the third party service provider.
- 7.2 The testing and inspection carried out by or on behalf of Co-op shall not diminish the obligations of the Supplier under any Contract and nor shall such actions or results therefrom constitute acceptance of the Goods.

8 Promotions

- 8.1 Co-op and the Supplier shall collaborate in agreeing any Promotions and the terms of them.
- 8.2 All Promotions run by Co-op in relation to Groceries supplied by the Supplier will be agreed between the Supplier and Co-op in advance in writing, or in the case of oral agreements, confirmed in writing within 3 Business Days of such agreement.
- 8.3 The Supplier may be Required to fund the cost of a Promotion through reduced Prices in relation to Groceries and/or through other payments. Where Co-op Requires the Supplier to make any Payment in support of a Promotion, Co-op shall give Reasonable Notice to the Supplier in writing of such intended Promotion. In each case the funding requirements shall be recorded in accordance with the provisions of clause 8.2 and in any event the Supplier shall not be Required predominantly to fund the costs of any Promotion.
- 8.4 For the avoidance of doubt, any forecast made in accordance with clause 21 shall not apply in relation to Promotions unless the forecast expressly refers to the Promotion concerned.
- 8.5 In the event that the Supplier cancels or otherwise fails to comply with the terms of an agreed Promotion then, in addition to any other right Co-op may have, Co-op shall be entitled to recover from the Supplier any Losses it incurs together with any administrative and professional fees and costs arising from amongst other things communications, advertising, customer relations, point of sale, production, distribution, reporting, monitoring and supply chain.
- 8.6 The Supplier shall promptly provide such complete and accurate information regarding agreed Promotions as Co-op may reasonably require to facilitate the Promotion.

9 Service Levels and Service Review Meetings

- 9.1 The Supplier undertakes to supply the Goods in accordance with any agreed service levels.

- 9.2 The Supplier undertakes to supply on time the full quantity of each Order.
- 9.3 Without prejudice to any other rights and remedies available to Co-op the Supplier shall be liable to Co-op for any Losses suffered or incurred by Co-op as a result of, in connection with, or arising out of the Supplier's breach of clauses 9.1 and 9.2.

10 Additional Supplier Obligations, Warranties and Payment Requirements

- 10.1 The Supplier warrants, represents and undertakes to Co-op and each member of the Co-op Group on an ongoing basis that:
- 10.1.1 it has, and shall continue to have, full capacity and authority to enter into and properly perform its obligations under any Contract;
 - 10.1.2 there are no actions, suits or proceedings or regulatory investigations commenced, pending or, to the Supplier's knowledge, threatened against or affecting the Supplier before any court or administrative body or arbitration tribunal that might affect the ability of the Supplier to properly perform its obligations under any Contract;
 - 10.1.3 it is not a party to any contracts or arrangements with third parties that would prevent or hinder the performance of its obligations under any Contract; and
 - 10.1.4 it has and shall continue to hold all necessary legal and regulatory approvals in connection with the proper performance of the Supplier's obligations under any Contract.
- 10.2 The Supplier undertakes to make all payments of all sums due to Co-op pursuant to the Charges Matrix. In the event the Charges Matrix and the Terms and Conditions provide for payment more than once in relation to any matter that is intended to be subject to a single payment there shall be no requirement for duplicate payments.
- 10.3 The Supplier shall hold Co-op harmless against all Losses and other liabilities it incurs as a result of the Supplier providing inaccurate or inoperable bar-codes, or misleading, deficient or incorrect information in relation to any Goods or as a result of any other administrative error on the part of the Supplier.

Wastage

- 10.4 The Supplier shall be liable to make payment of Wastage costs suffered or incurred by Co-op as a result of the Supplier's negligence or failure to supply Goods in accordance with clauses 5 and 6, whether as to quantity or quality. Such failure shall include delivery of short-date Goods (whether by agreement with Co-op or otherwise), delivery of volumes in excess of Orders (to the extent of the excess) and delivery of Goods not complying with the Specification or meeting other agreed quality or technical specification requirements.
- 10.5 Where Wastage costs are recoverable from the Supplier the basis of calculating the Wastage Payment shall be notified in writing in advance by Co-op to the Supplier.
- 10.6 Wastage costs arising after delivery that are not due to Supplier negligence or default in the ordinary course of Co-op's business in respect of Goods supplied by the Supplier in accordance with these Terms and Conditions shall not be charged to or recoverable from the Supplier.

Privilege of Supply

- 10.7 With the exception of (i) Promotions and (ii) Groceries which have not been stocked, displayed or listed in the immediate preceding 365 days in respect of 25% or more of stores where the payment reflects a reasonable estimate by Co-op of the risk run by stocking, displaying or listing such Groceries, Co-op shall not directly or indirectly Require the Supplier to make any Payment as a condition of stocking, listing or displaying the Supplier's Groceries. Nothing in this clause shall prevent the parties freely agreeing commercial arrangements involving payments for stocking, displaying or listing of Groceries provided that the reasons for doing so are objectively justifiable and transparent and that the commercial arrangements are applied fairly and consistently. Any such commercial arrangement shall be agreed in writing in advance between the parties.

Payments for Better Positioning

- 10.8 Co-op shall not directly or indirectly Require the Supplier to make any Payment in order to secure better positioning of or more shelf-space for any Groceries unless such Payment is in relation to a Promotion and subject to the Promotion funding restrictions contained in the Code.

11 Audit

- 11.1 The Supplier shall grant and procure that its subcontractors shall grant to the Co-op Group and any of its agents or representatives and/or any external auditors to which Co-op is subject, right of access (whether remotely or otherwise), to:

11.1.1 the facilities of the Supplier, and its subcontractors (including premises and systems);

11.1.2 Supplier Personnel; and

11.1.3 all Relevant Records (including the right to copy),

as the Co-op Group may require during the period of a Contract and for a period of six (6) years following completion of the Contract, termination and/or De-listing where appropriate of any Contract in connection with any assessment of the Supplier's compliance with its obligations under a Contract.

- 11.2 The Supplier shall, and shall procure that Supplier Personnel, and its subcontractors shall, promptly provide Co-op with all co-operation, assistance and information required by Co-op in relation to this clause 11.

12 Disaster Recovery and Business Continuity

- 12.1 The Supplier shall have a documented disaster recovery and business continuity plan (**DRBCP**) in place which shall be reviewed by the Supplier at least once per year and shall be provided to Co-op on request.

- 12.2 The Supplier shall test the DRBCP on a regular basis (and in any event, not less than once in every twelve (12) month period).

- 12.3 Following each test, the Supplier shall promptly send Co-op a written report summarising the results of the test and shall promptly implement any actions or remedial measures (at the Supplier's cost) which Co-op considers reasonably necessary as a result of those tests.

- 12.4 The Supplier shall implement the Disaster Recovery and Business Continuity Plan immediately if a Force Majeure Event occurs.

13 Complaints

- 13.1 Where a customer complaint regarding Goods is resolved in store by Co-op by replacement or refund of the retail price of the Groceries then Co-op shall not Require any payment from the Supplier in respect of resolving the complaint other than an amount equal to the retail price of the relevant Goods charged by Co-op at its store concerned where the customer complaint is upheld and reasonably attributed to the negligence or default of the Supplier.
- 13.2 Where a customer complaint is received by Co-op other than in store in relation to Goods supplied by the Supplier, Co-op shall make a charge to the Supplier as set out in the Charges Matrix per complaint handled by it provided that Co-op provides a full written report detailing the complaint and including reasons for its being attributed to the negligence or default of the Supplier and adequate evidence supporting these assertions is given to the Supplier.
- 13.3 Co-op has determined that the average charge per complaint handled in accordance with clause 13.2 is an average figure which does not exceed the expected cost to Co-op for resolving complaints of the nature referred to in clause 13.2 above. Co-op has undertaken a cost evaluation exercise to arrive at that average charge.
- 13.4 Co-op's rights under this clause 13 shall survive completion of the Contract and are additional to any and all other rights that Co-op may have arising out of the negligence and/or default of the Supplier whether under these Terms and Conditions or otherwise.

14 Recall

- 14.1 In the event of a recall or withdrawal being made in respect of any of the Goods regardless of who instigates the recall or withdrawal and no matter what the reason for it, then provided that the recall or withdrawal is reasonably made the Supplier shall (in addition to any and all other rights that Co-op may have):
- 14.1.1 fully co-operate and assist with such recall or withdrawal and Co-op shall be entitled to recover all costs reasonably incurred in connection with such recall or withdrawal which costs shall include costs and fees arising from engagement of professional advisers and ongoing fees in relation thereto, communications, advertising, customer relations, point of sale, production, distribution, in-store checking/verification, removal of Goods, reporting, monitoring, supply chain warehouse handling, destruction or disposal of Goods together with a full refund of the Price in respect of all the Goods recalled and an amount equal to the distribution cost incurred (if any) in distributing Goods to stores at which recall or withdrawal was effected;
- 14.1.2 pay to Co-op a sum equal to the Retail Gross Profit that would likely have been achieved in respect of the Goods had such recall or withdrawal not taken place together with any service credit (if any) that may become due as a result of the recall and its effect on required performance;
- 14.1.3 put Co-op in the position it would have been in relative to any payments obtainable by it and dependent upon and/or variable with the volume of Goods ordered by it or delivered and/or invoiced by the Supplier; and
- 14.1.4 take all such action as Co-op may reasonably require to mitigate any loss of goodwill and damage to the reputation of Co-op;

provided always that the Supplier shall be under no obligation to make any payment under this clause 14 in relation to a recall or withdrawal of Goods attributable exclusively to a default of Co-op.

15 Public Health

- 15.1 Notwithstanding anything in these Terms and Conditions to the contrary, in the event that any governmental body or other similarly authorised body or organisation whether domestic European or international instigates, undertakes, requires, instructs, recommends or suggests that an examination of the Goods is carried out to determine the quality and suitability of the Goods for consumption or use for their ordinary purpose by the public, the Supplier shall indemnify and keep indemnified Co-op against all Losses arising out of any action carried out in relation to such examination including without limitation any and all costs incurred arising from the recall of Goods and/or examination of Goods provided that in the case of a recall or withdrawal the cause of the recall or withdrawal is not exclusively attributable to Co-op. The Supplier shall fully co-operate and assist with any such examination and/or recall or withdrawal.
- 15.2 Should Co-op reasonably determine that the Goods should be recalled or withdrawn from sale in the interest of public health then the provisions of clause 14 shall apply.

16 Price, Payment and VAT

- 16.1 The price for the Goods shall be the Price and it shall not be increased and no other fees and/or charges shall be payable by Co-op without its prior written agreement.
- 16.2 In some circumstances it may be appropriate and/or desirable for the Price to be calculated by reference to a specific formula and by reference to amongst other things input costs, currency fluctuations and fuel prices. Where applicable at the request of Co-op, the Supplier and Co-op shall agree the formula in writing and the Price may be adjusted in accordance with that formula. For the avoidance of doubt such adjustment may be retrospective.
- 16.3 Unless otherwise agreed by Co-op in writing the Supplier shall invoice Co-op in respect of the Goods delivered in accordance with these Terms and Conditions using Electronic Data Interchange (“EDI”) facilities. Any set-up costs of facilitating EDI invoicing and its ongoing operation by the Supplier shall be the responsibility of the Supplier.
- 16.4 At Co-op’s discretion and on reasonable notice to the Supplier Co-op may opt to self-bill. The Supplier shall afford all reasonable assistance to Co-op to accommodate self-billing.
- 16.5 For all invoices and invoicing systems the Supplier shall invoice Co-op for the Goods at any time after completion of the Contract. Invoices must show the number (if any) and date of the Order and be accompanied by proof of delivery of the Goods being the subject of the invoice. Where the Supplier is VAT registered and the Goods are subject to VAT the invoices shall be VAT invoices and VAT shall be shown as a separate item.
- 16.6 Unless otherwise agreed in writing Co-op shall pay for the Goods within 60 days from the date of receipt of a valid and undisputed invoice. Time for payment shall not be of the essence of the Contract. Such payment shall be made by BACS transfer to a UK bank account nominated by the Supplier in writing.
- 16.7 Payment for the Goods shall not amount to acceptance of the Supplier’s performance of the Contract.

- 16.8 In the event of the Supplier issuing a VAT invoice in respect of Goods and it subsequently being determined by any competent authority (including without limitation VAT tribunal, court and HM Revenues and Customs) that the Goods are either not subject to VAT or subject to VAT at less than standard rate and such decision not being appealed to the appropriate competent authority within the timescale prescribed for such an appeal, then the Supplier shall immediately repay to Co-op an amount equivalent to the amount paid to the Supplier as VAT or the excess paid in respect of VAT where the VAT rate applicable to the Goods is less than standard rate VAT.
- 16.9 In the event that the Supplier submits a claim to HM Revenue and Customs regarding the VAT status or rating of any Goods then the Supplier shall without delay advise Co-op of such submission and shall keep Co-op advised of its progress including providing all such reasonable assistance including without limitation providing such copy submissions and opinions as Co-op may require to submit its own claim to HM Revenue and Customs in respect of such Goods.
- 16.10 Co-op reserves the right to set off any amount owing to it from the Supplier howsoever arising against any sums payable by Co-op to the Supplier, and to withhold any payments to the extent that Goods have not been supplied in accordance with these Terms and Conditions or any Contract.
- 16.11 If any undisputed sum payable pursuant to these Terms and Conditions or a Contract is not paid within 30 days of its due date then the party to whom the sum is due shall be entitled to charge interest from the due date of payment to the actual date of payment at the rate of 1% above the base lending rate of the Bank of England from time to time. This clause shall not apply to payments that the defaulting party disputes in good faith. The parties agree that the right to claim interest under this clause 16.11 shall be a substantial remedy for late payment of undisputed invoices. Neither Co-op nor the Supplier shall have any other right (whether statutory or otherwise) to claim interest on late payments.

17 Delivery, Risk and Title

- 17.1 The Supplier shall deliver the Goods to the place or places specified in the Order. If nothing is specified in this regard then the Supplier shall deliver the Goods to the place or places notified to the Supplier by Co-op.
- 17.2 If so requested by Co-op an Order may be delivered in instalments. Each instalment shall be treated as a separate Contract provided that failure to deliver one instalment shall entitle the Co-op to treat the whole Contract as repudiated.
- 17.3 Time for delivery shall be of the essence of the Contract.
- 17.4 Each delivery of the Goods shall be accompanied by a delivery note stating the number (if applicable) and the date of the Order to which it relates and details of the Goods included in the delivery including the number of packages delivered and in the case of part delivery (where permitted by Co-op) the outstanding packages to be delivered together with any other information which is required to be supplied at delivery in accordance with any applicable domestic or EU legislation or regulation.
- 17.5 Goods delivered in excess of the Order quantities shall remain at the risk of the Supplier and may, at Co-op's option, be donated or be returned or disposed of at the Supplier's expense. In exercising such option, Co-op shall have regard to the nature and volume of the Goods concerned and the likely costs to the Supplier. Co-op shall not be bound to pay for such excess unless it agrees in writing to do so.

- 17.6 Where for any reason Co-op is unable to accept delivery of the Goods at the date and place specified in the Order or otherwise agreed then the title to the Goods shall pass to Co-op but risk shall remain with the Supplier and the Supplier will store the Goods for a reasonable period considering the type of Goods and shall take all reasonable steps to safeguard and prevent deterioration of the Goods until actual delivery.
- 17.7 Goods shall remain at the risk of the Supplier until actual delivery including unloading and stacking at Co-op's premises or such premises to which delivery is to be made as notified to the Supplier by Co-op. Section 33 of the Sale of Goods Act 1979 shall not apply.
- 17.8 Without prejudice to the right of Co-op to reject Goods, risk of loss to the Goods following delivery shall pass to Co-op on actual delivery under clause 17.7 and accordingly it shall not make any charge to the Supplier for Shrinkage.
- 17.9 Subject to clause 17.6, title to the Goods shall pass to Co-op on the earlier of delivery of and payment for the Goods. In the case of any advance payment in respect of the Goods then at the time of such payment title but not risk shall pass to Co-op in respect of the whole of the Goods being the subject of the Order.
- 17.10 If for any reason the Supplier fails to deliver an Order in accordance with this clause 17, Co-op may, in addition to any and all other rights it may have, at its option, require the Supplier to:
- 17.10.1 deliver substitutes for the Goods of an equivalent quality and price and approved in writing by Co-op; or
 - 17.10.2 reimburse Co-op for any loss of Retail Gross Profit on the volume of Goods which the Supplier fails to deliver.
- 17.11 The Supplier shall retain proof of delivery for 90 days following delivery and shall produce such proof of delivery on request from Co-op.

18 Acceptance and Defective Goods

- 18.1 Co-op shall not be deemed to have accepted the Goods until it has had at least 24 hours following delivery to inspect or test them. Co-op shall be entitled to reject Goods following acceptance within 24 hours of the discovery of any latent defects in the Goods.
- 18.2 If any Goods are defective and do not conform with the provisions of the Contract Co-op may, without limiting any other rights which Co-op may have, reject such defective Goods and the Supplier shall, at Co-op's request:
- 18.2.1 replace the Goods within 24 hours of being requested to do so; or
 - 18.2.2 repay any and all sums paid by Co-op in respect of the rejected Goods; and/or
 - 18.2.3 make payment of Losses incurred by Co-op resulting from the delivery of such defective Goods, including the costs of obtaining replacement Goods from a third party supplier and loss of profit; and/or
 - 18.2.4 make payment of any costs, loss, liability or expense incurred by Co-op in consequence of any damage to goodwill or reputation of Co-op arising out of or in connection with the supply of defective Goods.

18.3 Co-op's rights under these Terms and Conditions are in addition to any and all other rights that the Co-op may have by virtue of the Sale of Goods Act 1979, including terms relating to description, quality, fitness for purpose and correspondence with sample.

18.4 These Terms and Conditions shall apply to any replacement Goods.

18.5 If the Supplier fails to provide replacement Goods in accordance with clause 18.2.1 Co-op may, without prejudice to its rights under clause 18.2.3, order substitute Goods from an alternative source and, if the amount paid by Co-op for such substitute Goods exceeds the Price the Supplier shall make payment to Co-op in respect of such excess.

19 Sales Information

19.1 To assist with forecasting and for any other reasonable purpose of Co-op, the Supplier shall provide Co-op with such information concerning the Goods supplied to it as Co-op may reasonably require. Unless otherwise agreed in writing the information shall include sales values and volumes by delivery point and by stockholding unit on a basis to coincide with Co-op's financial periods. Such information shall be provided within four weeks after the end of the financial period concerned.

20 Stockholding

20.1 The Supplier shall hold or have available to call off sufficient stock to meet Co-op's reasonable Order requirements.

21 Forecasts

21.1 Where Co-op provides a forecast of its estimated requirements for Goods to the Supplier such forecasts shall be prepared in good faith and with due care following consultation with the Supplier but shall not form any guarantee or be binding on either party and shall not constitute Orders.

21.2 Unless otherwise communicated to the Supplier, Co-op prepares forecasts based on a variety of historic sales information including information made available to Co-op by the Supplier. Co-op also makes some forward predictions which are based on information widely available from external sources and agencies. Co-op shall endeavour to advise the Supplier of any forward predictions on which its forecasts are based. Co-op shall not be responsible for any external information on which it relies in calculating its estimated requirements.

22 Changes to Supply Chain Procedures

22.1 The Supplier shall comply with the processes and procedures set out in the Supplier Guidelines. Where the Supplier supplies Groceries to the Co-op any change to such Co-op Supplier Guidelines shall not be effective unless and until the Supplier has had Reasonable Notice of such change, alternatively Co-op will compensate the Supplier for not providing Reasonable Notice in accordance with paragraph 4 of the Code.

23 De-listing

23.1 Co-op shall not cease to order Groceries or significantly reduce the volume of Groceries ordered from the Supplier for any reason other than a genuine commercial reason. For the purposes of these Terms and Conditions a "genuine commercial reason" shall include the result of a review programme, efficiency, economic reasons (including prevailing market conditions, Price and financial standing of the Supplier), poor sales, one-off purchases, the ending of Promotions,

quality and/or technical specifications, public health reasons, a breach of any Contract by the Supplier, or termination of a Contract by Co-op under clause 24.1.

- 23.2 Co-op shall provide Reasonable Notice in writing to the Supplier of any decision to De-list. The notice shall include reasons for Co-op's decision, a full list of Groceries affected, and will provide the Supplier with sufficient time to have the decision to De-List reviewed.

24 Termination

- 24.1 Co-op may terminate the Supply Agreement or any Contract at any time for genuine commercial reasons by giving Reasonable Notice to the Supplier.

- 24.2 Subject to Co-op's duties in relation to De-listing under the Code, either party may terminate the Supply Agreement and/or any or all Contracts by giving written notice to the other party with immediate effect if the other party:

24.2.1 commits a material breach of the Contract and fails to remedy the material breach within ten (10) Business Days of being given written notice of the material breach; or

24.2.2 commits a material breach of this Agreement which is not capable of being remedied.

- 24.3 Subject to Co-op's duties in relation to De-listing under the Code, either party may terminate the Supply Agreement and/or any or all Contracts by notice in writing to the other with immediate effect if:

24.3.1 the other party suspends or threatens to suspend payment of its debts or is deemed insolvent or unable to pay its debts as they fall due or admits inability to pay its debts; or

24.3.2 the other party enters into any composition or arrangement with its creditors; or

24.3.3 any proceedings of whatever nature are taken for the winding up administration or dissolution of the other party (other than for the purposes of a solvent reconstruction); or

24.3.4 any liquidator, trustee in bankruptcy, receiver, administrator, administrative receiver or similar officer is appointed in respect of the other party or its assets; or

24.3.5 a creditor or encumbrancer of the other party attaches or takes possession of or a distress execution or sequestration or other such process is levied or enforced on or sued against the whole or any part of that party's assets and such attachment or process is not discharged within 14 days; or

24.3.6 any event occurs or proceedings are taken with respect to the other party in any jurisdiction the effects of which are equivalent to any of the events above mentioned in this clause 24.3; or

24.3.7 the other party ceases or threatens to cease carrying on all or substantially the whole of its business; or

24.3.8 subject to clause 32 (Force Majeure) any Force Majeure Event prevents the either party from performing its obligations under any Contract for any period of 14 consecutive days or for 14 days in total in any period of 90 consecutive days.

25 Obligations on De-listing and /or Termination

- 25.1 Each party shall promptly on completion of the Contract, termination and/or De-listing where appropriate, or where reasonably appropriate or reasonably requested by the other in writing following completion of the Contract, termination and/or De-listing:
- 25.1.1 return to the other all equipment, materials and property belonging to the other that had been supplied to it in connection with the Contract;
 - 25.1.2 return to the other all other documents and materials and any item containing the other party's confidential or commercially sensitive information; and
 - 25.1.3 erase all confidential and/or commercially sensitive information of the other party's from its computer systems (to the extent possible).
- 25.2 On completion of the actions required at clause 25.1 each party shall confirm in writing to the other that such action has been taken.
- 25.3 In the event either party fails fulfil its obligations under this clause 25 then the other party shall be entitled to enter onto the premises of the party in breach of its obligations on reasonable notice during usual business hours and take possession of the property and/or equipment that ought to have been returned to it.
- 25.4 Each party shall be responsible for the safekeeping of the other's equipment, materials and property until such items are returned to the other.
- 25.5 This clause shall survive completion of the Contract, termination and/or De-listing where appropriate.

26 Indemnity and Insurance

- 26.1 Except as otherwise provided under these Terms and Conditions or the Code, the Supplier shall indemnify, defend, keep indemnified and held harmless Co-op and all members of Co-op Group from any and all Losses made against, incurred or suffered by any of them, and whether wholly or in part resulting directly or indirectly from, or connected in any way with any of the matters listed below whether or not such Losses were foreseeable:
- 26.1.1 any alleged or actual infringement by an Co-op or a member of Co-op Group of any Intellectual Property Rights of any third party as a result of Co-op's or any member of Co-op Group's use of or resale of any Goods in the normal course of its business provided or otherwise made available to it by the Supplier;
 - 26.1.2 the fundamental breach or wilful abandonment by the Supplier of any or all its obligations under these Terms and Conditions or any Contract;
 - 26.1.3 the wilful misconduct, wilful default or negligence of the Supplier and/or any Supplier Personnel;
 - 26.1.4 any fraudulent or dishonest act or omission by the Supplier and/or any Supplier Personnel;
 - 26.1.5 any Claim relating to death, personal injury and/or damage to tangible property arising from the act or omission of the Supplier and/or any Supplier Personnel;

- 26.1.6 any fines levied on any member of the Co-op Group by a third party including any authority arising from the acts or omissions of the Supplier and/or any Supplier Personnel.
- 26.2 The Supplier shall provide all reasonable assistance to Co-op and/or its insurers for the purposes of dealing with any action, claim or matter arising out of or in connection with the Supplier's performance or purported performance or failure to perform the Contract.
- 26.3 The Supplier shall at all material times carry adequate insurance cover with a reputable insurer in respect of every insurable liability under each Contract including product liability insurance.
- 26.4 Within ten (10) Business Days of any request from Co-op, the Supplier shall provide Co-op with copies of the insurance certificates and premium receipts for insurance taken out by the Supplier in accordance with this clause 26.
- 26.5 The Supplier shall on request, take out such additional insurance cover as Co-op may reasonably require.
- 26.6 The Supplier shall not do or cause anything to be done to invalidate the insurance policies required by this clause 26.
- 26.7 The provision of this clause 26 shall survive termination, completion and/or De-listing.

27 Data Protection

- 27.1 The terms '**Personal Data**' and '**Processing**' used in this clause 27 shall have the meanings attributed to those terms in Article 4 of the General Data Protection Regulation (EU) 2016/679).
- 27.2 To the extent that one party (the "**Receiving Party**") is Processing any Personal Data provided by or for and on behalf of the other party (the "**Disclosing Party**"), it shall take appropriate technical and organisational measures designed to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data. In particular, the Receiving Party shall Process Personal Data only for the purposes for which it was disclosed, shall not (without the Disclosing Party's consent) transfer the Personal Data (or cause it to be transferred) to outside of the European Economic Area, shall act on the Disclosing Party's instructions only (given for such purposes) and shall comply at all times with Data Protection Legislation as if applicable to the Receiving Party directly. The Receiving Party shall answer the Disclosing Party's reasonable enquiries to enable it to monitor the Receiving Party's compliance with this clause and the Receiving Party shall not sub-contract any Processing of Personal Data.

28 Anti-Bribery

- 28.1 The Supplier shall not, and shall procure that all Supplier Personnel shall not, directly or indirectly, offer, give or agree to offer or give (either itself or in agreement with others) any payment, gift or other advantage to any person (whether in a public or private sector context) with respect to any matters which are the subject of a Contract which:
- 28.1.1 would amount to an offence under any anti-corruption laws or regulations applicable to the Supplier (or which would apply if for these purposes the Supplier was assumed to be a UK person or incorporated company), Co-op or a member of Co-op Group (including in each case the Bribery Act 2010);

- 28.1.2 has the intention or effect of influencing or rewarding any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept;
 - 28.1.3 is made to or for a Public Official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business; or
 - 28.1.4 a reasonable person would otherwise consider to be unethical, illegal or improper (any one of 28.1.1 to 28.1.3 being a '**Corrupt Act**').
- 28.2 The Supplier shall, and shall procure that its subcontractors shall, have in place during the duration of a Contract, adequate procedures designed to prevent any person associated with the Supplier or any of its subcontractors from committing a Corrupt Act and as a minimum such procedures shall comply with the most recent guidance issued from time to time by the Secretary of State pursuant to or in connection with the Bribery Act 2010.
- 28.3 The Supplier shall throughout the duration of a Contract comply with, monitor and enforce the procedures referred to in clause 28.2.
- 28.4 To the best of its knowledge and belief, none of the Supplier, its subcontractors or any Supplier Personnel:
- 28.4.1 has at any time been found by a court in any jurisdiction to have engaged in any Corrupt Act (or similar conduct);
 - 28.4.2 has at any time admitted to having engaged in any Corrupt Act (or similar conduct); or
 - 28.4.3 has at any time been investigated or been suspected in any jurisdiction of having engaged in any Corrupt Act (or similar conduct).
- 28.5 The Supplier represents and warrants that it and any Supplier Personnel have not engaged in any Corrupt Act prior to the date of any Contract.
- 28.6 During the term of any Contract and for two (2) years thereafter the Supplier shall upon written request from Co-op make its books and records available to an accountant from an internationally recognised and reputable firm of public or chartered accountants (or equivalent) appointed by Co-op to perform an audit to assess the Supplier's compliance with this clause 28. The Supplier shall provide, and it shall procure that Supplier Personnel provide all reasonable assistance, including access to premises, documents (whether in paper or other form) and persons, as the accountant may reasonably need in order to perform the audit.
- 28.7 Without prejudice to clause 24 (Termination), if Co-op reasonably suspects there to have been a breach of this clause 28, Co-op may terminate any Contracts immediately upon written notice to the Supplier.
- 28.8 The Supplier shall indemnify, defend and hold harmless Co-op and each member of the Co-op Group (and their respective successors and assigns) against all Losses incurred or suffered by or made against any of them and whether, wholly or in part, resulting directly or indirectly from or connected in any way with any investigation, prosecution, claim or allegation that the Supplier, or any of its subcontractors has committed a Corrupt Act or has done, or is alleged to have done, anything which would cause Co-op or any member(s) of Co-op Group to have committed a Corrupt Act, whether or not such Losses were foreseeable at the date of entering into a Contract. Nothing in this clause 28.8 will require the Supplier to indemnify Co-op or a

member of Co-op Group for any liability if and to the extent that such indemnification would be contrary to public policy.

29 Modern Slavery

- 29.1 The Supplier shall and shall procure (where relevant) that all persons who are performing services or providing goods in connection with, or which will or may be used in performing or to support the performance of the Contract in any part of the world including, for the avoidance of doubt, all subcontractors (collectively, its '**Supply Chain**') shall at all relevant times:
- 29.1.1 comply with the provisions of the Modern Slavery Act 2015 (the 'Act') and all applicable laws, regulations, codes and guidance made under it or relating to it, and ensure that all relevant Supplier Personnel have received appropriate training on the same;
 - 29.1.2 not engage in any activity, practice or conduct that would constitute an offence under the Act if such activity, practice or conduct were carried out in the UK;
 - 29.1.3 comply with any policy relating to Slavery and Human Trafficking by Co-op; and
 - 29.1.4 take all reasonable steps to ensure that Slavery and Human Trafficking are not taking place in its business or its Supply Chain.
- 29.2 The Supplier shall ensure that each of its subcontractors shall be bound in writing by terms equivalent in all respects to those set out in clause 29.1. The Supplier shall provide evidence in writing of the Supplier's compliance with this clause 29 promptly on Co-op's request.

30 Confidentiality and No Endorsement

- 30.1 The Supplier shall only store, copy and use Confidential Information of Co-op or a member of Co-op Group to the extent necessary properly to perform its obligations under a Contract.
- 30.2 Except with the disclosing party's prior written consent, each party undertakes to keep Confidential Information of the other party secret and strictly confidential and shall:
- 30.2.1 not disclose it to any third party during the term of the Supply Agreement and thereafter; and
 - 30.2.2 shall not use such Confidential Information during the clause and thereafter other than for the purpose of properly performing its obligations under the Supply Agreement.
- 30.3 Either Party may disclose Confidential Information to its employees, officers, agents, consultants or subcontractors who need to know such Confidential Information in order for the relevant party to perform its obligations under these Terms and Conditions and/or any Contract. Each party shall procure the compliance by any such persons with the obligations of that party under this clause 30.
- 30.4 The provisions of this clause 30 shall not apply to any information which:
- 30.4.1 is in the possession of either party without any obligations of confidence in relation to use or disclosure prior to the date of the Contract;
 - 30.4.2 is in or enters into the public domain other than by a breach of these Terms and Conditions and/or any Contract or any obligation of confidence owed to Co-op or any member of Co-op Group;

- 30.4.3 is authorised for release by the written consent of the disclosing party; or
- 30.4.4 is required to be disclosed by law.
- 30.5 The existence and contents of any Contract shall be treated by the parties as Confidential Information.
- 30.6 Nothing in these Terms and Conditions or any Contract shall prohibit Co-op from disclosing the total amount paid or payable pursuant to any Contract and authorising others to use such information. It is acknowledged for the purposes of these Terms and Conditions and/or any Contract that such information in respect of the total amount paid is not commercially sensitive financial information of the Supplier.
- 30.7 Co-op may disclose the Price, details of any Contract, Promotion or any other agreement with the Supplier to members of the Co-op Group, other independent co-operative societies that are part of its buying group, its wholesale customers and its franchisees to the extent Co-op deems it necessary in the course of its normal business.
- 30.8 Notwithstanding any other provision of this clause 30 but subject to clause 27 (Data Protection), a party may disclose Confidential Information to any authority, or to that party's solicitors, auditors, insurers, accountants and other professional advisors, for the purposes of reporting to or seeking advice from the relevant party. Such party shall ensure, to the extent it is able to do so, that every person to whom disclosure is made pursuant to this clause 30.7:
- 30.8.1 uses such Confidential Information solely for such purposes; and
- 30.8.2 otherwise complies with this clause 30 to the same extent as if it were a party to the Contract.
- 30.9 The Supplier shall indemnify, defend and hold harmless Co-op and each member of Co-op Group (and their respective successors and assigns) in respect of any and all Losses incurred or suffered by or made against any of them and whether, wholly or in part, resulting directly or indirectly from or connected in any way with any breach of this clause 30 by the Supplier, or any Supplier Personnel, whether or not such Losses were foreseeable.
- 30.10 Notwithstanding the provisions at clause 30.2 the Supplier acknowledges and agrees that Co-op has a legal and/or ethical and/or moral obligation to its customers and members to disclose information of interest and/or significance regarding its trade policies, Goods and relationships with Suppliers and others, and accordingly information may be disclosed to its customers and/or members at its discretion without consequence whether or not such information has the qualities set out at clause 30.2.
- 30.11 The obligations in this clause 30 shall survive completion and/or termination of the Supply Agreement, each Contract and De-listing.

31 Dispute Resolution Procedure

- 31.1 In all circumstances in the event of a dispute between the parties howsoever arising each of the parties shall negotiate in good faith with each other to resolve the dispute.

Disputes Concerning Code Compliance

- 31.2 Subject to clause 31.1 above, in the event that the Supplier believes that Co-op has not fulfilled its obligations under the Code then the Supplier shall inform the Code Compliance Officer that

there is an alleged breach of the Code in response to which the Code Compliance Officer shall promptly facilitate negotiations between the parties aimed at resolving the dispute.

Non-Code Disputes

- 31.3 Subject to clause 31.1, if after 21 days the dispute has not been resolved to the satisfaction of the parties and does not relate to an alleged breach of the Code then each of the parties shall be entitled to take such further action to resolve the dispute as it deems reasonably appropriate in the circumstances.

32 Force Majeure

- 32.1 Neither the Supplier nor Co-op shall have any liability or responsibility to the other for failure to fulfil its obligations under the Supply Agreement so long as and to the extent that it is prevented, frustrated, hindered or delayed from doing so as a consequence of a Force Majeure Event.
- 32.2 A party affected by a Force Majeure Event shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event, notify the other party of the nature of such Force Majeure Event and shall also promptly notify the other party as soon as the relevant circumstances of the Force Majeure Event cease to apply. Unless and until the Supply Agreement or any Contract is terminated by reason of such Force Majeure Event the affected party shall use all reasonable endeavours to remove any such cause and resume the performance under the Contract as soon as feasible.

33 Assignment & Novation

- 33.1 Co-op may assign, charge, transfer, subcontract or otherwise deal in any way with any of its rights and benefits under the Contract. Co-op may novate its obligations responsibilities and liabilities under the Contract with the prior written consent of the Supplier such consent not to be unreasonably withheld or delayed.
- 33.2 The Supplier shall not assign, charge, transfer, subcontract or otherwise deal with its rights and benefits under these Terms and Conditions nor novate its obligations responsibilities or liabilities under these Terms and Conditions without the prior written consent of Co-op on such terms as Co-op may see fit.

34 Notices

- 34.1 Notices served under these Terms and Conditions shall be in writing in the English language and may be served personally, by commercial courier, first class post, by recorded delivery or by email.
- 34.2 All notices served on Co-op shall be addressed as follows: Chief Executive (IMPORTANT NOTICE), Co-op Food, 1 Angel Square, Manchester, M60 0AG or, but only in the event of email service, supplierengagement@coop.co.uk , in each case with a copy also by post to Group General Counsel, Co-op Legal, 1 Angel Square, Manchester M60 0AG
- 34.3 In each case the notice delivered in accordance with clause 34.1 shall be deemed received if delivered personally at the time of delivery, if by first class post on the second business day following posting (so long as the notice is contained in an envelope properly addressed with the first class postage pre- paid in full), if by recorded delivery or commercial courier when signed for at the recipient's address and if by email at the time of transmission (so long as no notice is received on the sender's computer suggesting that transmission has not been successful).

35 General

- 35.1 Nothing in these Terms and Conditions shall operate to create a partnership between the Supplier and Co-op and neither shall have authority to act in the name of the other or pledge the credit of the other.
- 35.2 These Terms and Conditions are for the benefit of the parties to each Contract and their permitted assigns
- 35.3 If any provision of these Terms and Conditions is held invalid or unenforceable the remainder of the Terms and Conditions shall remain in full force and effect.
- 35.4 Nothing in these Terms and Conditions is intended to limit liability for death, personal injury or fraud.
- 35.5 These Terms and Conditions and any claim or dispute arising out of or in connection with them shall be governed and construed in accordance with the laws of England and Wales.
- 35.6 Subject to the provisions of Article 11 of The Groceries (Supply Chain Practices) Market Investigation Order 2009, the Supplier and Co-op irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute that arises from or in connection with these Terms and Conditions, any Contract or their respective subject matters.