



## STANDARD TERMS & CONDITIONS OF PURCHASE

### 1. Definitions and Interpretation

In these Conditions:

"**Conditions**" means these standard terms and conditions of purchase;

"**Contract**" means the contract governed by these Conditions constituted by the Supplier's acceptance of the Order in the manner indicated below;

"**Goods**" means the goods (if any) described in the Order;

"**Order**" means the Purchaser's purchase order to which these Conditions are annexed;

"**Policy**" means any instructions, rules or policies issued or made available electronically by the Purchaser from time to time, including without limitation the Drug and Alcohol Policy; Code of Ethics and Anti-Bribery Policy (and "Policies" shall be construed accordingly);

"**Price**" means the price or prices specified in the Order for the Goods and/or Services;

"**Purchaser**" means Fevertree Limited;

"**Supplier**" means the person, firm or company to whom the Order is addressed;

"**Services**" means the services (if any) described in the Order; and

"**Site**" means the site specified in the Order where the Goods are to be delivered or the Services performed (as applicable).

### 2. Contract

The Order constitutes an offer by the Purchaser. The Supplier will be deemed to have accepted it if it delivers any Goods or commences the performance of any Services. Acceptance of the Order will bind the Supplier to these Conditions and no Goods or Services shall be supplied or performed by the Supplier, its employees, agents or representatives except in accordance with these Conditions. No terms and conditions submitted by the Supplier (including those endorsed upon or included in the Supplier's quote, order acknowledgement or invoice) shall apply and these Conditions shall prevail over all other terms and conditions. No purported variation in price, date of delivery or specification of the Goods and/or Services shall be effective unless agreed in writing by the Purchaser.

### 3. Performance

3.1 All Goods and Services supplied or carried out shall be of satisfactory quality and in accordance with the Order.

3.2 Each of the Goods supplied or Services carried out shall be performed to the satisfaction of the Purchaser (acting reasonably), and in accordance with all of the Purchaser's reasonable directions.

3.3 The Purchaser reserves the right to reject any Goods or Services which are faulty or do not conform to the Order. The Purchaser may return rejected Goods at the Supplier's risk and expense.

3.4 Where the Purchaser informs the Supplier of a defect in the performance of the Services, the Supplier shall, at the Purchaser's option, either remedy the defect at its own cost or pay the Purchaser the costs incurred in having such defect remedied.

### 4. Standards

4.1 The Supplier represents and warrants:

- a) that the quality and workmanship of Goods or Services supplied complies with all applicable laws, regulations and mandatory codes or practice and requirements of any competent authority;
- b) that the use of the Goods by the Purchaser will not infringe any third party intellectual property rights;
- c) that Goods made to the Purchaser's specification shall not be manufactured for or supplied to any other party;
- d) that the Goods will be free from defects in material and workmanship and will remain so for 18 months after delivery to the Purchaser, that they are fit for the purpose for which they are requested, useable without causing death or injury and are new and free from any lien, charge or encumbrance; and
- e) that the Services will be performed with reasonable care and skill and in accordance with good industry practice, using trained, experienced and skilled staff.

4.2 The Supplier shall fully indemnify the Purchaser on demand against all liabilities, costs, expenses, damages and losses (including legal and other professional costs and expenses) that the Purchaser incurs or suffers however arising as a result of or in connection with: (a) any claim for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply, receipt, possession and/or use of any Goods or Services; (b) any third party claim arising out of, or in connection with, the supply of any Goods, to the extent that such claim arises out of any breach of clause 4.1; and/or (c) any third party claim for death, personal injury or damage to property arising out of, or in connection with, defective Goods, to the extent that the defect in such Goods is attributable to any act or omission of the Supplier.

### 5 Price and Payment

5.1 The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise stated, shall be inclusive of all charges (including packaging, carriage and insurance) other than VAT (which shall be payable by the Purchaser subject to receipt of a valid VAT invoice). No increase in the Price may be made without the prior written consent of the Purchaser.



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5.2 The Supplier shall send to the Purchaser a detailed invoice, clearly stating the Order number, and all information required to be stated on a tax invoice for VAT purposes.

5.3 Payment of the Price shall be made within 60 days from receipt of the invoice, or, if later, from acceptance of the Goods or Services in question by the Purchaser, unless otherwise specified in writing by the Purchaser.

### 6. Delivery

6.1 Goods shall be delivered to, and Services shall be performed at, the Site on the date or within the period stated in the Order, in either case during the Purchaser's usual business hours. The Purchaser reserves the right to amend any delivery instructions. Delivery shall be deemed to be made on receipt of the Goods by the Purchaser in accordance with all the terms of the Contract.

6.2 Time of delivery of the Goods and of performance of the Services is of the essence of the Contract. Any breach of any condition by the Supplier shall entitle the Purchaser either to treat the Contract as repudiated or treat any such breach as a breach of contract giving rise to a claim for damages.

6.3 If a party fails to make any payment due to the other under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 4 % per annum above The Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount.

6.4 The Purchaser shall not be deemed to have accepted any Goods and/or Services until it has had a reasonable time to inspect them following delivery. The Purchaser shall also have the right to reject any Goods and/or Services as though they had not been accepted up until a reasonable time after any latent defect in such Goods and/or Services has become apparent.

6.5 If any Goods and/or Services delivered to the Purchaser do not comply with the Contract, then, without limiting any other right or remedy that the Purchaser may have, the Purchaser may reject such Goods and/or Services and where applicable return them to the Supplier (at the Supplier's risk and expense) and: (a) require the Supplier to replace such Goods and/or Services at the Supplier's expense within a reasonable period of being requested to do so; or (b) where applicable, require the Supplier to repay the price of such Goods and/or Services in full (whether or not the Purchaser has previously required the Supplier to replace such Goods and/or Services); and (c) claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Good and/or Services that are not in conformity with the Contract.

### 7. Property and Risk

Property and risk in the Goods shall, without prejudice to any rights or remedies of the Purchaser, pass to the Purchaser on delivery or if earlier when payment for such Goods is made by the Purchaser.

### 8. Insurance

The Supplier shall at all times maintain adequate insurance cover with a reputable insurer against its liability under the Contract and shall produce evidence of such policy to the Purchaser on demand.

### 9. Cancellation

9.1 The Purchaser shall be entitled to cancel an Order in respect of all or part only of the Goods and/or the Services by giving notice to the Supplier at any time prior to delivery or performance without incurring any liability to the Supplier other than to pay for Goods and/or Services already delivered or performed at the time of such notice.

9.2 If either before or after acceptance of the Order the Supplier becomes bankrupt or insolvent or compounds with its creditors, or being a limited company, commences to be wound-up or if a receiver is appointed over any part of the Supplier's assets, the Purchaser shall be at liberty by written notice to cancel the Contract, without being liable for loss or damage of any kind arising from such cancellation, and without prejudice to any rights or remedies which have accrued or shall accrue thereafter to the Purchaser.

### 10. Confidentiality

Any information disclosed by the Purchaser to the Supplier shall be confidential and the Supplier shall not disclose it to any person without the written authority of the Purchaser.

### 11. Anti-bribery

11.1 The Supplier shall:

- a) comply with the Bribery Act 2010 and all other applicable laws, codes and guidance relating to anti-bribery and anti-corruption ("**Anti-bribery Laws**"),
- b) not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and
- c) maintain its own anti-bribery policies and procedures including without limitation adequate procedures (as determined in accordance with section 7(2) of the Bribery Act 2010) to ensure compliance with the Anti-Bribery Laws

11.2 If the Supplier sub-contracts the performance of any element of the Contract to any person, or receives any services in connection with its performance of the Contract from any person, (each such person being an "**Associated Person**"), it shall



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impose upon such Associated Person anti-bribery obligations that are no less onerous than those imposed upon the Supplier in this clause 11.2.

### **12. Modern Slavery Act**

12.1 The Supplier shall, and shall procure that each of its subcontractors shall, take reasonable steps to ensure that slavery and human trafficking (as such phrase is defined in section 54(12), Modern Slavery Act 2015) is not taking place in any of its supply chains or in any part of its own business. The Supplier shall, at the Purchaser's request, provide the Purchaser with a statement of any such steps it has taken, and such other information as the Purchaser may reasonably require in order to enable it to prepare a slavery and human trafficking statement in accordance with section 54, Modern Slavery Act 2015. The Supplier shall notify the Purchaser immediately if it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.

12.2 The Supplier shall comply with the Purchaser's policies and procedures and reasonable instructions of the Purchaser.

### **13. General**

13.1 The Supplier shall not without the prior written consent of the Purchaser sub-contract or assign the Contract to any other party.

13.2 Each clause and sub-clause in these conditions of purchase is separate and severable and enforceable accordingly.

13.3 No term of the Contract is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

13.4 The Contract together with any documents referred to in the Order set out the entire agreement between the parties in respect of the subject matter of the Contract and supersedes all prior agreements written or oral and each of the parties acknowledges that it has not been induced to enter into the Contract by reason of any representation made by or on behalf of the other party. Nothing in this clause will operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

13.5 No single or partial exercise, or failure or delay in exercising any right, power or remedy by any party shall constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under the Contract or otherwise.

### **14. Governing law and jurisdiction**

The construction and performance of the Contract shall be in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales, save that the Purchaser shall be entitled to apply to any court worldwide in order to protect its confidential information and/or intellectual property rights.