

# General conditions for the supply of goods and services of J. Murphy & Sons Limited and its group companies in the United Kingdom

## 1. Basis of Contract

- 1.1. In these Conditions, the Company means J. Murphy & Sons Limited or any of its group companies located in the United Kingdom and the Supplier means the individual, firm, company or other party with whom the Company contracts.
- 1.2. For the purpose of this Contract, in respect of the Company, a company shall be deemed to be a member of the same group if (at the relevant time):
  - 1.2.1. that company is a subsidiary or subsidiary undertaking of the Company; or
  - 1.2.2. the Company is a subsidiary or subsidiary undertaking of that company; or
  - 1.2.3. the Company and the company have the same ultimate holding company or parent undertaking (whether directly or indirectly); where “subsidiary”, “holding company”, “subsidiary undertaking” and “parent undertaking” have the meanings given to them in sections 1159 and Schedule 6 and section 1162 and Schedule 7 of the Companies Act 2006 and where ownership of shares has been transferred to a third party by way of security, the relevant statutory terms shall be interpreted on the basis that the original parent is still to be treated as the member of the subsidiary undertaking.
- 1.3. These Conditions shall apply to the Contract and, to the extent that alternative terms have not been agreed in writing, to all future contracts whereby the Supplier supplies Goods and/or Services to the Company. These Conditions shall apply to the exclusion of any other terms and conditions which the Supplier seeks to impose or incorporate, including those which are implied by custom or dealing or which appear on any purchase order, quotation or tender response that has been given to the Company by the Supplier.
- 1.4. No agent, servant or other representative of the Company has authority to vary these Conditions unless agreed in writing by a Director or Secretary of the Company.
- 1.5. Without prejudice to condition 1.2, in the event of any conflict between any terms contained in the Order and these Conditions, the terms contained in the Order supersede the corresponding terms in these Conditions.

## 2. Supplier's Title

- 2.1. The Supplier warrants that it shall only supply Goods to which the Supplier has good and unencumbered title. Breach of this condition 2 shall entitle the Company to terminate the Contract in which case the Company shall be entitled to compensation as provided for in condition 10 hereof.

## 3. Order

- 3.1. The Order constitutes an offer by the Company to purchase the Goods and/or Services subject to these Conditions.
- 3.2. The Order shall be deemed to be unconditionally accepted on the earlier of:
  - 3.2.1. the Supplier issuing a written acceptance of the Order;
  - 3.2.2. the Supplier doing any act consistent with the fulfilling of the Order; and
  - 3.2.3. when no written acceptance or refusal has reached the Company twenty-four hours from the date of receipt of the Order by the Supplier, at which point the Contract shall come into existence.
- 3.3. The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

## 4. Warranties

- 4.1. The Supplier warrants to the Company that the Goods will:
  - 4.1.1. be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Company expressly or by implication;

- 4.1.2. correspond with their description and any applicable Specification or sample;
  - 4.1.3. be free from defects in design, material and workmanship; and
  - 4.1.4. comply with all statutory requirements and regulations in relation to the manufacture, labelling, packaging, storage, handling, delivery and sale of the Goods and the Supplier warrants that it has all relevant licenses, consents and permits for the same.
- 4.2. The Company may inspect and test the Goods during manufacture, processing or storage at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
  - 4.3. If, following inspection or testing the Company considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at condition 4.1, the Company shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
  - 4.4. The Company may conduct further inspections and tests after the Supplier has carried out its remedial actions.

## 5. Delivery

- 5.1. The Supplier shall ensure that:
  - 5.1.1. the Goods are properly packed and secured in such a manner as to enable them to reach their destination in good condition;
  - 5.1.2. each delivery of the Goods is accompanied by a delivery note (“Delivery Note”) which shows the date of the Order, the Order number, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;
  - 5.1.3. if the Company so requests, a copy of the Delivery Note is supplied to the Company free of charge; and
  - 5.1.4. if the Supplier requires the Company to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging and material shall be returned to the Supplier at the cost of the Supplier.
- 5.2. The Supplier shall deliver the Goods and/or perform the Services:
  - 5.2.1. at such location within the United Kingdom for delivery which the Company may direct as stated in the Order (“Delivery Location”);
  - 5.2.2. on the date specified in the Order (“Delivery Date”);
  - 5.2.3. during the Company's normal business hours, or as instructed by the Company.
- 5.3. The cost of delivery and unloading shall be deemed to be included in the price set out in the Contract.
- 5.4. Delivery of the Goods shall, unless otherwise agreed in writing, be in accordance with Incoterm DAP (Incoterms 2010) to the Delivery Location and delivery shall be completed on the completion of unloading of the Goods by the Supplier at the Delivery Location.
- 5.5. Any offloading of the Goods by the Supplier at the Delivery Location shall be the Supplier's responsibility. The Supplier shall perform offloading in accordance with appropriate safety regulations.
- 5.6. The Supplier, including its drivers, operatives and agents, shall be familiar and comply with the Company's Safety, Health, Environment, Sustainability and Quality Policy, all health and safety rules applicable at the Company's sites or Delivery Location, and the Company's Personal Protective Equipment requirements.
- 5.7. Delivery of the Goods at the wrong address will be corrected at the Supplier's expense.
- 5.8. Time for delivery of the Goods by the Supplier is of the essence.

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- 5.9. The Supplier shall not deliver the Goods in instalments without the Company's prior written consent.
- 5.10. Without prejudice to condition 5.4, the Supplier shall notify the Company immediately in writing if delivery of the Goods is, or is likely to be, delayed giving the reasons for delay and the likely delay period. Acceptance of delivery of any delayed Goods shall in no way constitute a waiver of any rights or claims by the Company.
- 5.11. If the Supplier shall deliver the Goods later than the Delivery Date, the Company shall, without limitation to any other rights or claims by the Company, be entitled, at its discretion, to:
- 5.11.1. immediately terminate the Contract on written notice;
  - 5.11.2. refuse to accept any subsequent delivery of the Goods;
  - 5.11.3. to recover from the Supplier any costs incurred by the Company in obtaining substitute goods from a third party; and
  - 5.11.4. to claim damages for any costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
- 5.12. The Company shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Company has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect has become apparent.

### 6. Goods

- 6.1. The Supplier shall:
- 6.1.1. package, label and ship Goods according to the applicable national and international laws and regulations;
  - 6.1.2. deliver the Goods together with all necessary documents in accordance with the applicable regulations or requirements of the carrier and applicable law. If known, the following details must be given in all shipping documents and, for packaged Goods, on the outer packaging: (i) Order number and any other reference provided by the Company; (ii) gross and net weight; (iii) number of packages and type of packaging (including whether disposable or reusable); (iv) date of delivery; (v) the Delivery Location; and (vi) the consignee;
  - 6.1.3. where applicable, and in any event for supplies from outside the UK, specify whether the Goods are being delivered duty paid or duty unpaid. If the Goods are delivered duty unpaid the Supplier must submit the following customs documents to the Company: (i) dispatch documents; (ii) shipping documents: (iii) customs or commercial invoice; (iv) preference documents; (v) proof/certificate of origin; and (vi) such other additional documents for customs clearance and the Supplier shall also ensure that all information necessary for a customs advance notification procedure is completed correctly and submitted to the Company, within at least 48hrs prior to dispatch of the Goods, to avoid any delivery delays. If the Goods are to be delivered duty paid, the proof of customs clearance shall be included in the shipping documents; and
  - 6.1.4. where applicable, the Supplier is responsible for obtaining, at its own cost, such export and import licenses and other consents in relation to the Goods as are required from time to time.
- 6.2. In the event that the Supplier does not specify that the Goods are to be delivered duty paid or duty unpaid, the Goods will be deemed to be delivered duty paid and the proof of customs clearance shall be included in the shipping documents.

### 7. Risk and Property

- 7.1. Risk of damage to or loss to the Goods shall pass to the Company upon delivery.

- 7.2. Title in the Goods shall pass to the Company upon delivery of the Goods unless payment of the Price is made prior to delivery of the Goods in which case title shall pass to the Company once payment has been made.

### 8. Supply of Services

- 8.1. The Supplier shall meet any performance dates for the Services that the Customer notifies to the Supplier.
- 8.2. In providing the Services, the Supplier shall:
- 8.2.1. co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
  - 8.2.2. perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
  - 8.2.3. 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 the Contract;
  - 8.2.4. provide all equipment, tools and vehicles and such other items as are required to provide the Services;
  - 8.2.5. use the best quality goods, materials, standards and techniques, and ensure that all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design; and
  - 8.2.6. obtain and at all times maintain all licenses and consents which may be required for the provision of the Services.

### 9. Price

- 9.1. The price of the Goods and/or Services shall be the price set out in the Order.
- 9.2. The price of the Goods and/or Services:
- 9.2.1. excludes amounts in respect of any value added tax (VAT) which the Company shall additionally be liable to pay to the Supplier at the prevailing rate subject to the receipt of a valid VAT invoice from the Supplier; and
  - 9.2.2. includes the cost of packaging, insurance, and delivery of the Goods to the Delivery Location.
- 9.3. No increase in the price may be made (whether on account of increased materials, labour, or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Company in writing.

### 10. Terms of Payment

- 10.1. The Supplier may invoice the Company for the price of the Goods and/or Services plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery. The Supplier shall ensure that the invoice includes the date of the Order, the Order number, the delivery date, the tax point date, the invoice number, the Supplier's VAT registration number, a breakdown of the costs of packaging, insurance and delivery (if applicable) and any other supporting documents that the Company may require.
- 10.2. The Company shall pay each undisputed invoice validly issued by the Supplier within forty-five days following the last day of the month in which the Company receives an invoice from the Supplier. Payment will be made by BACS to the Supplier's bank account unless agreed by the Company.
- 10.3. If the Company disputes the whole or any part of the Supplier's invoice it shall be entitled to withhold payment in respect of the disputed amount provided that it gives notice in writing to the Supplier of any intention to withhold payment specifying the amounts to be withheld and the grounds for withholding payment. If a party fails to make payment due to the other under

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the Contract by the due date for payment, except where a sum is overdue as a result of a bona fide dispute in accordance with condition 10.3, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum over the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount.

- 10.4. The Company may, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Company against any liability of the Company to the Supplier.
- 10.5. Unless otherwise agreed between the Parties in writing the Supplier shall register on the Company's e-invoicing system at: <https://www.causeway.com/tradex-j-murphy-and-sons> and the Supplier shall at no additional cost to the Company submit all invoices electronically via the Company's nominated e-invoicing platform and complete all reasonably required technical and functional tests required from the Supplier by the Company's nominated e-invoicing platform provider to enable successful transmission of invoices and pay any associated fees for submitting invoices via the e-invoicing platform and submit all invoices via such e-invoicing platform.
- 10.6. The Supplier acknowledges that where the Supplier fails to submit invoices in accordance with Clause 10.5 and/or the Company's e-invoicing platform, any invoices submitted by other means shall not be valid and the Company reserves the right to reject such invoices and to require the Supplier to re-submit invoices in accordance with Clause 10.5 in such circumstances.

### 11. Liability

- 11.1. Without prejudice to any other remedy, if any Goods and/or Services are not supplied or performed in accordance with the Contract, then the Company shall, at its discretion, be entitled:
- 11.1.1. unless otherwise agreed and stated in the Order, to require the Supplier to repair the Goods or supply replacement Goods in accordance with the Contract within a reasonable time where such non-compliance with the Contract arises within thirty months from the actual date of delivery of the Goods. If the Supplier fails to remedy any such defects or non-compliance when instructed to do so, or if the Company chooses not to instruct the Supplier to do so, the Company may procure that the defects or non-compliance are remedied by other means and the Supplier shall indemnify the Company (and keep it indemnified) in full against any costs incurred by the Company in so doing;
- 11.1.2. to refuse to accept any subsequent performance of the Services;
- 11.1.3. to recover from the Supplier any costs incurred by the Customer in obtaining substitute services from a third party;
- 11.1.4. to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to perform the Services by the applicable date; and
- 11.1.5. to treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the price which has been paid.
- 11.2. The Supplier shall indemnify the Company in full against all liability, loss, damages, claims, costs expenses, and legal costs (including but not limited to direct, indirect or consequential losses, loss of profit, loss of reputation, and all interest, penalties and all other professional costs and expenses) awarded against, incurred by or paid by the Company as a result of or in connection with:
- 11.2.1. any breach of any warranty given by the Supplier in relation to the Goods;
- 11.2.2. any claim made against the Company 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 Services performed, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

- 11.2.3. any claim made against the Company by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods or performance of the Services, to the extent that the defects in Goods or performance of the Services are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- 11.2.4. any claim made against the Company by a third party arising out of or in connection with the supply of the Goods and/or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

- 11.3. This condition 11 shall survive termination of the Contract.

### 12. Sustainability

- 12.1. In performing its obligations under the Contract, the Supplier shall:
- 12.1.1. comply with all applicable laws, statutes, regulations, and codes from time to time in force including, but not limited to, the Modern Slavery Act 2015;
- 12.1.2. actively foster and promote respect for human rights;
- 12.1.3. have processes to identify and eliminate human rights abuses, or any form of forced or compulsory labour within its organization and its own supply chain; and
- 12.1.4. prevent the use of child labour in its organization, or within its supply chain, respect statutory minimum working ages and ensure that it has reliable and robust methods to verify employee's ages;
- 12.1.5. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015; and
- 12.1.6. comply with the Company's Anti-Slavery policy as provided by the Company to the Supplier as the Company may update from time to time.
- 12.2. The Supplier shall also:
- 12.2.1. not engage in any activity, practice or conduct which is (or might reasonably be supposed to be) an offence under the Bribery Act 2010 (including any amendment thereto or re-enactment thereof) were it to occur in the United Kingdom or engage in any conduct that is contrary to anti-bribery or anti-corruption laws or regulations in any part of the world in which the Contract is performed;
- 12.2.2. comply with the Company's ethics, anti-bribery and anti-corruption policies provided by the Company to the Supplier as the Company may update from time to time; and
- 12.2.3. maintain, and at all times, comply with its own anti-bribery and anti-corruption policies.
- 12.3. The Supplier shall ensure that all of its sub-contractors of any tier also comply with this condition 12.
- 12.4. The Company may immediately terminate the Contract for any breach of this condition 12.

### 13. Insurance

- 13.1. During the term of the Contract and for a period of twelve years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance (if applicable), product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Company's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

### 14. Confidentiality

- 14.1. A party ("receiving party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have

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been disclosed to the receiving party by the other party ("disclosing party"), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents, subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this condition as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

14.2. This condition 14 shall survive termination of the Contract.

### 15. Data Protection

#### Definitions:

**Data Protection Legislation:** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

**UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

- 15.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 15.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Company is the controller and the Supplier is the processor.
- 15.3. The Company will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of this agreement.
- 15.4. The Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under this agreement:
  - (a) process that personal data only on the documented written instructions of the Company unless the Supplier is required by applicable laws to otherwise process that personal data. Where the Supplier is relying on the laws of a member of the European Union or European Union law as the basis for processing personal data, the Supplier shall promptly notify the Company of this before performing the processing required by the applicable laws unless those applicable laws prohibit the Supplier from so notifying the Company;
  - (b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost

of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

(d) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Company has been obtained and the following conditions are fulfilled:

(i) the Company or the Supplier has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

(iv) the Supplier complies with reasonable instructions notified to it in advance by the Company with respect to the processing of the personal data;

(e) assist the Company, at the Company's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Company within 24 hours of becoming aware of a personal data breach;

(g) at the written direction of the Company, delete or return personal data and copies thereof to the Company on termination of the agreement unless required by applicable law to store the personal data; and

(h) maintain complete and accurate records and information to demonstrate its compliance with this clause 15 and allow for audits by the Company or the Company's designated auditor and immediately inform the Company if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation and;

(i) indemnify the Company against any loss or damage suffered by the Company in relation to any breach by the Supplier of its obligations under this clause 15.

15.5. The Company does not consent to the Supplier appointing any third party processor of personal data under this agreement. As between the Company and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third party processor appointed by it.

### 16. Amendment, Cancellation and Termination

16.1. The Company may amend or cancel any Order in respect of all or any part of the Goods or Services:

16.1.1. prior to the Order being accepted under condition 3.2, in which event the Company shall have no liability whatsoever to the Supplier; or

16.1.2. by giving written notice to the Supplier at any time prior to delivery of the said Goods or performance of the Services, in which event the Company shall pay the Supplier fair and reasonable compensation for any work in progress up until the date of receipt of the notice of amendment or cancellation, except that where the amendment or cancellation results from the Supplier's failure to comply with its obligations under the Contract the Company shall have no liability to the Supplier in respect of it. The Company shall also not be liable under this clause for loss of any anticipated profits or any indirect or consequential loss.

16.2. Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Supplier if:

16.2.1. the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within fourteen days of written notice;

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16.2.2. the Supplier takes any steps or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

16.2.3. the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with his creditors, having a receiver appointed to any of his assets, or ceasing to carry on business;

16.2.4. the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

16.2.5. the Supplier's financial position deteriorates to such an extent that in the Company's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

16.3. Termination of the Contract, however, arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

16.4. Conditions that expressly or by implication survive termination of the Contract shall continue in full force and effect.

### 17. Post-Termination

17.1. In the event of termination by the Company pursuant to condition 15.2, without prejudice to any other right or remedy available to it, the Company shall be entitled to:

17.1.1. keep any Goods already delivered to it subject to payment of that proportion of the price attributable to the Goods in accordance with the terms of the Contract (less any sums already paid to the Supplier for any Goods which have not yet been delivered); or

17.1.2. repudiate the Contract, return the Goods, and require the repayment of the whole or any part of the price which has been paid.

17.2. In the event of termination or expiration of the Contract, the Supplier shall, on request, return all Specifications, information (including confidential information) and materials supplied by the Company or specifically produced by the Supplier for the Company and all copies of the same and all of the Company's property (if any) in its possession or control.

### 18. Force Majeure

18.1. A Force Majeure Event shall mean any cause affecting, preventing or hindering the performance by a party of its obligations under the Contract arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm, or earthquake and any disaster but excluding any industrial dispute relating to the Supplier, and which is not reasonably foreseeable at the date of this Contract and is notified in writing to the other party as soon as reasonably practicable after the start of such a Force Majeure Event. For the avoidance of doubt, the pandemic of the novel coronavirus COVID-19 is not a Force Majeure Event.

18.2. If the Supplier is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event, the Supplier shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. If the period of delay or non-performance continues for three months, the Company may terminate the Contract by giving five days' written notice to the Supplier.

18.3. If the Company is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event, or by any other event, circumstance or cause beyond its reasonable control, the Company shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. If the period of delay

or non-performance continues for three months, the Supplier may terminate the Contract by giving five days' written notice to the Company.

### 19. General

19.1. The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

19.2. The Supplier may not assign, transfer, mortgage, charge declare a trust over or deal in any other manner or any or all of its rights or obligations under the Contract without the prior written consent of the Company.

19.3. The Supplier may not subcontract any or all its rights or obligations under the Contract without the prior written consent of the Company. If the Company consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

19.4. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.5. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Company.

19.6. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

19.6.1. waive that or any other right or remedy; or

19.6.2. prevent or restrict the further exercise of that or any other right or remedy.

19.7. If any provision or part-provision of the Contract 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 condition shall not affect the validity and enforceability of the rest of the Contract.

19.8. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or its principal place of business or such other address as that party may have specified to the other party in writing in accordance with this condition, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, courier or email.

19.9. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in condition 19.8; if sent by pre-paid first class post or next working day delivery service, at 9.00am on the second business day after posting; if delivered by courier, on the date and at the time that the courier's delivery receipt is signed; or if sent by email, one business day after transmission. The provisions of this condition shall not apply to the service of any proceedings or other documents in any legal action.

19.10. Any or all of the J. Murphy & Sons Limited group companies present and future shall have a right to enforce any or all of the terms of the Contract pursuant to the provisions of the Contract (Rights of Third Parties) Act 1999 and the Contract shall confer benefit on each of them. Save as provided for in this Condition 19.10, no other third parties shall have any rights in relation to this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any other person.

19.11. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation.

## General conditions for the supply of goods and services of J. Murphy & Sons Limited and its group companies in the United Kingdom

### 20. Definitions and interpretation

- 20.1. In these Conditions words with capital letters have the meaning indicated below, and “Conditions” means the standard conditions of purchase as set out in this document and includes any special terms and conditions as set out in the Order or as otherwise agreed in writing between the Company and the Supplier.
- 20.1.1. “Contract” means the contract of sale and purchase of the Goods and/or Services incorporating these Conditions, the Order and (if applicable) the Specification;
- 20.1.2. “Delivery Date” has the meaning set out in condition 5.2.2;
- 20.1.3. “Delivery Location” has the meaning set out in condition 5.2.1;
- 20.1.4. “Delivery Note” has the meaning set out in condition 5.1.2;
- 20.1.5. “Goods” means the goods described in the Order;
- 20.1.6. “Order” means the Company’s purchase order for Goods and/or the Services or the Company’s written acceptance of the Supplier’s quotation or tender response;
- 20.1.7. “Services” means the services to be provided by the Supplier under the Contract as set out in the Specification;
- 20.1.8. “Specification” means any description, specification, plans, drawings, data, graphics, calculations or other documents or technical information relating to the Goods or Services in whatever form or whatever media.