

## JDE PURCHASE TERMS

These purchase terms (the "**Terms**") apply if a Jacobs Douwe Egberts B.V. group company in the UK or Ireland ("**JDE**") requests the provision of and/or acquires goods, services or other deliveries of any kind from you ("**Supplier**") by means of the execution of an agreement, a purchase order issued by JDE or by Supplier's performance in accordance with a request of JDE (the "**Agreement**"). The applicability of general terms and conditions of Supplier is rejected. Unless explicitly agreed otherwise the Terms also apply to any subsequent agreement concluded between JDE and Supplier.

### **PART 1 - GENERAL**

#### **1. Applicability and order of precedence**

- 1.1. The provisions of this Part 1 (General) apply to all Agreements. In addition to this Part 1, specific additional provisions as set out in Part 2 (Sale of goods) or Part 3 (Provision of services) will apply, as the case may be.
- 1.2. If a provision in these Terms conflicts with a provision in the Agreement, the provision in the Agreement prevails.

#### **2. No exclusivity / volume commitment**

- 2.1. JDE shall
  - (i) not be bound by any type of exclusivity and
  - (ii) not be obliged to purchase a minimum volume of any good or service.
- 2.2. The conclusion of the Agreement does not entitle Supplier to any follow-up orders.

#### **3. Invoices and payment**

- 3.1. Supplier will only supply goods or services if an Agreement is concluded. The Agreement and invoices will be provided by electronic communication as determined by JDE. If several JDE entities purchase goods or services Supplier will issue separate invoices for each entity. Invoices will be submitted in accordance with the instructions of JDE and will at least include the Supplier's and the relevant JDE legal entity's name and address, the Supplier's VAT number, and the purchase order number.
- 3.2. All prices are inclusive of all sales, use, excise, value-added and other similar taxes or duties, as well as all expenses related to delivery of goods or the provision of services, packaging costs, costs of disposal of packaging materials and any overhead-, assembly-, installation- and instruction costs (if applicable).
- 3.3. Unless otherwise agreed in writing, JDE will pay all undisputed amounts on each invoice within 90 days from the date on which JDE receives a correct invoice.

- 3.4. JDE is not liable for late payment interest unless Supplier has issued a notice of default and JDE is in default. Late payment interest will be calculated at 2% per year above the Euribor base rate from time to time from when the overdue sum became due, until it is paid.

- 3.5. JDE is entitled to set off amounts owed by Supplier or any of Supplier's affiliates to JDE or any of JDE's affiliates against amounts payable. Supplier is not entitled to suspend performance or set-off.

#### **4. Confidential Information**

- 4.1. JDE may make information available that is not generally known to the public and is proprietary and/or confidential to JDE, and/or of which Supplier should reasonably understand that such information is confidential ("**Confidential Information**"). Supplier will not disclose, publish or disseminate Confidential Information. Supplier will use Confidential Information only to perform its obligations under the applicable Agreement.
- 4.2. Supplier's confidentiality obligations will survive for seven (7) years after the disclosure of Confidential Information, or until the moment that the Confidential Information has become public through no breach of the confidentiality obligations of Supplier.
- 4.3. Supplier will return or destroy Confidential Information promptly upon JDE's request. Upon first request of JDE, Supplier shall unconditionally and promptly furnish JDE with a management statement stating that Supplier has complied with its obligation to return or destroy Confidential Information.

#### **5. Developments**

- 5.1. JDE will own exclusively all materials, software, ideas and other work product developed, in whole or in part, by or on behalf of Supplier pursuant to the Agreement (collectively, "**Developments**") together with all related patent, copyright, trade secret, trademark, trade name, database, design and model, or other intellectual property or proprietary rights (collectively, "**Intellectual Property Rights**") throughout the world. Insofar as the assignment of such rights requires a further instrument, Supplier shall unconditionally cooperate in the execution of any documents to affect such assignment.
- 5.2. In so far as - and only to the extent that - assignment of rights to JDE is prohibited or otherwise not effective pursuant to applicable law Supplier hereby grants JDE a perpetual, irrevocable, fully-paid up, worldwide, transferable, sub-licensable, exclusive and royalty-free license to Developments.

5.3. In so far as Developments are based or reliant on materials, software, ideas and other work product developed prior to the conclusion of the Agreement by Supplier or third parties ("**Background Materials**") the Supplier hereby grants JDE a perpetual, irrevocable, fully-paid up, worldwide, transferable, sub-licensable, exclusive and royalty-free license to use Background Materials in any way in conjunction with Developments.

## **6. Compliance**

6.1. Supplier represents and warrants that:

- (i) it and its suppliers are in full compliance with JDE's Supplier Code of Conduct as may be updated from time to time and found at <https://www.jacobsdouweegberts.com/about-us/ethics--integrity/>;
- (ii) it complies with all relevant statutory provisions governing the treatment of employees, environmental protection and health and safety at work and works on reducing the adverse effects of its activities on human beings and the environment;
- (iii) it takes appropriate steps to check and to ensure that neither it, nor its suppliers, engage in any form of slavery, human trafficking, child or sexual exploitation and will confirm what steps it takes to JDE upon request (such request to be made no more than once per calendar year);
- (iv) it complies with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and the the Irish Prevention of Corruption Acts 1889 – 2010 and will report to JDE any request or demand for any undue financial or other advantage of any kind received by the Supplier or its employees relating to the provision of goods and/or services by Supplier.
- (v) Supplier will immediately notify JDE in writing if a foreign public official becomes an officer or employee or acquires a direct or indirect interest in Supplier, and Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the Agreement.

6.2. JDE's internal and external auditors may conduct inspections or audits of Supplier's records and facilities for compliance with the Agreement and Terms. Supplier will unconditionally cooperate fully with any such audit.

## **7. Personal Data**

- 7.1. If the Agreement includes the processing of personal data, Supplier shall enter an additional data processing agreement in a form prescribed by JDE.
- 7.2. Supplier will make sure that the processing of the personal data is in accordance with all applicable laws

and regulations including but not limited to the Data Protection Act 1998 and Regulation (EU) 2016/679.

- 7.3. Supplier will take appropriate technical and organizational security measures to safeguard the personal data from loss or damage or unlawful disclosure or processing.
- 7.4. Supplier will not transfer the data outside the European Economic Area.
- 7.5. Supplier will notify JDE immediately if it suffers any data breaches involving personal data processed on JDE's behalf.
- 7.6. JDE shall exclusively own all database rights in respect of any personal data processed by Supplier under the Agreement.

## **8. Termination and cancellation**

- 8.1. JDE may cancel or terminate any Agreement (in whole or in part) for convenience by giving thirty (30) days' notice.
- 8.2. JDE may cancel or terminate any Agreement (in whole or in part) if the Supplier is in breach of an Agreement and fails to remedy the breach within seven (7) days of notice being served specifying the breach and the steps needed to remedy.
- 8.3. Either party may terminate any Agreement, in whole or in part, if the other party
  - (i) files for bankruptcy,
  - (ii) becomes or is declared insolvent or unable to pay its debts as they fall due or fails to satisfy any judgment against it by any court of competent jurisdiction,
  - (iii) is the subject of any proceedings for the appointment of a liquidator, provisional liquidator, trustee in bankruptcy, examiner, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer (in each case, whether out of court or otherwise) in respect of any of its assets,
  - (iv) takes any corporate action for its winding-up, dissolution, strike-off or administration,
  - (v) makes a composition, assignment or arrangement with a creditor,
  - (vi) makes any material misstatement as to its financial condition, or
  - (vii) is subject to any equivalent or comparable measure under applicable law.

## **9. Effects of Termination**

- 9.1. Clauses 4, 5, 7, 8, 9, 10, 14, 16, 17 and 21 of the Terms shall survive the termination or expiry of any Agreement, along with any provision of the Terms or any Agreement that expressly or by implication is intended to come into or continue in force on or after termination.
- 9.2. Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of

termination of the Agreement, including the right to claim damages in respect of any breach of any Agreement which existed at or before the date of termination.

- 9.3. On termination of any Agreement, Supplier shall immediately return to JDE all property owned by JDE that is in Supplier's possession or the possession of any of Supplier's employees, agents, sub-contractors or affiliates.

#### **10. Indemnity**

- 10.1. Supplier will indemnify and hold harmless JDE, its directors, shareholders, employees, agents, successors and assigns from any and all third-party claims, demands, losses, liabilities, damages (including taxes), and all related costs and expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties due to, arising from or relating to
- (i) an actual or alleged breach of these Terms and/or any Agreement by Supplier,
  - (ii) any actual or alleged infringement, violation or misappropriation of the Intellectual Property Rights of any third person by Supplier.

#### **11. Insurance**

- 11.1. Supplier will procure and maintain in effect, at its own expense, adequate insurance customary for an undertaking equivalent to Supplier's undertaking.

#### **12. Force Majeure**

- 12.1. The moment Supplier becomes aware that it will not be able to deliver the goods or provide the services at the agreed upon times due to circumstances that cannot be attributed to Supplier ("**Force Majeure**"), it will immediately notify JDE. JDE may suspend performance for a period of up to four weeks or terminate the affected Agreement(s) without being obliged to pay damages to Supplier.
- 12.2. Force Majeure shall not include shortage of materials or staff, delays in transport, strike, or failure by suppliers or subcontractors or other third parties used or engaged by Supplier.

#### **13. Miscellaneous**

- 13.1. Supplier cannot assign any rights or grant a security interest in any rights under these Terms or any Agreement without the prior written consent of JDE. JDE can assign any Agreement, or any of its rights thereunder, in whole or in part, without Supplier's consent.
- 13.2. Supplier will not subcontract any of its obligations without obtaining JDE's prior written approval. Notwithstanding any approval by JDE, Supplier will remain solely responsible for its obligations and will be liable for any subcontractor's failure to perform or abide by the provisions of these Terms or any Agreement.

- 13.3. Any amendment, modification or change of these Terms or any Agreement will be valid only if it is in writing and manually signed by an authorized representative of JDE.

- 13.4. Supplier will not, without JDE's prior written consent,
- (i) use the name, trademarks, logo or other identifying marks of JDE in any sales, marketing or publicity activities or materials, or
  - (ii) issue a press release or other kind of public statement regarding JDE.

- 13.5. The failure of either party to enforce strict performance by the other party of any provision of these Terms or to exercise any right under these Terms will not be construed as a waiver to any extent of that party's right to assert or rely upon any provision of these Terms. All rights and remedies provided for in these Terms are cumulative and in addition to any other remedies available to either party at law or based on these Terms.

- 13.6. If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, that provision will be renegotiated to be restated to reflect as nearly as possible the original intentions of the parties.

#### **14. Applicable law and disputes**

- 14.1. Agreements concluded between the parties and these Terms are exclusively governed by the laws of England and Wales excluding the applicability of the UN Convention on Contracts for the International Sale of Goods.
- 14.2. All disputes arising out of or otherwise connected with Agreements and/or these Terms will be brought exclusively before the competent court in Maidenhead, England.

### **PART 2 - SALE OF GOODS**

#### **15. Delivery and documentation**

- 15.1. Supplier will deliver the product(s) to be delivered by Supplier under the Agreement ("**Goods**") DDP (Incoterms 2010) in the quantities, on the dates and to the places specified in the Agreement. Delivery dates are fixed and of the essence. Delivery prior to the agreed delivery date is allowed with the express consent of JDE.
- 15.2. Title to Goods passes to JDE upon delivery.
- 15.3. Supplier will prepare, maintain and, to the extent required under applicable law or regulation, submit to the customs authorities, all necessary information and documentation to comply with the customs and export/import requirements of each country from which Goods will be exported and each country into which they will be imported.
- 15.4. For a period of two years after the sale of any Goods, Supplier will maintain complete and accurate books and records of all transactions and activities of

Supplier that relate to Supplier's production, storage, delivery and sale of the Goods, including complete and accurate manufacturing, processing, packaging and quality control records, and allow JDE to audit such books and records.

## **16. Conformity**

- 16.1. All Goods shall comply with requirements arising from the Agreement, applicable laws and regulations, characteristics that JDE may reasonably expect of the Goods, and additional specifications as set out by JDE. The Goods shall generally be fit for JDE's intended purpose provided that such purpose is or should reasonably be known to Supplier.
- 16.2. JDE shall be allowed to inspect the Goods prior to delivery to verify if the Goods comply with all requirements, and Supplier shall fully cooperate with such inspection. Inspection by JDE, and JDE's approval or rejection, does not release Supplier from its obligation to deliver Goods that are in all respects in conformity with the Agreement.
- 16.3. Goods that do not conform to the requirements set out in clause 16.1 or that a governmental agency declares are unfit or unsafe for their intended use or in violation of any applicable law or regulation will be considered non-conforming ("**Non-Conforming Goods**").
- 16.4. Supplier will promptly furnish to JDE all information and copies of all documents (including any complaints, enquiries, test or inspection results, internal reviews, warnings, declarations or notices) that Supplier receives or produces that indicate that any Goods, or any ingredient of, or any material included in, any Goods, or any packaging or supplies used in connection with any Goods, may be non-conforming.
- 16.5. JDE has the right to reject Non-Conforming Goods. JDE will provide Supplier with written notice of its rejection of any Non-Conforming Goods after JDE discovers the nonconformity. JDE shall be entitled to reject Non-Conforming Goods during a period of three months after the actual discovery of the non-conformity.
- 16.6. Upon request, Non-Conforming Goods will be returned to Supplier by JDE or disposed of by JDE, at Supplier's cost. Supplier will reimburse JDE for all related commercially reasonable expenses. Non-Conforming Goods returned to Supplier which bear the name, trademark, trade name, logo or other identifying marks owned by or licensed to JDE or any of its affiliates may not be disposed of (except by destruction) without the prior written approval of JDE. Upon request of JDE, Supplier shall unconditionally and promptly furnish JDE with a management statement stating that Supplier has complied with its obligations set out in this clause.

- 16.7. Notwithstanding any other rights, JDE may demand that Supplier replaces the rejected Non-Conforming Goods within a period to be determined by JDE, cancel the Agreement for the rejected Non-Conforming Goods or terminate the Agreement pertaining to the Non-Conforming Goods in whole or in part for breach. JDE is entitled to order replacement goods from a third-party supplier, in which case any additional costs related thereto will be borne by Supplier. If payment has already been made for the rejected Non-Conforming Goods, then JDE will be entitled to a credit or refund of that payment (as determined by JDE).
- 16.8. If JDE has incorporated any rejected Non-Conforming Goods into any products, and such products remain in JDE's possession and control, Supplier will reimburse JDE for the costs incurred in the production of such products along with all commercially reasonable charges and expenses incurred in the inspection, transportation, receipt, care, custody and disposal of such products.
- 16.9. For any rejected Non-Conforming Goods, and any products into which Non-Conforming Goods have been incorporated, that are no longer in JDE's possession or control, JDE will have the right to field correct, withdraw, recall or repurchase such Non-Conforming Goods or products from any third party in possession or control of such Non-Conforming Goods or products, and Supplier will reimburse JDE for all reasonable costs incurred by JDE in connection therewith, including all commercially reasonable charges and expenses. Upon JDE's request, Supplier will assist JDE in any or all reasonable aspects of a field correction, withdrawal, recall or repurchase, including developing a plan therefore and preparing and furnishing any required reports, records and other information. In no event, will Supplier inform any regulator of the nonconformity without prior approval of JDE unless Supplier is obliged to inform any regulator without the possibility to consult with JDE.

## **17. Food**

- 17.1. Supplier represents and warrants that Goods which are food products, including contents, packaging, and labelling, sold to, constituting or being a part of any delivery made by Supplier, and their manufacture, branding and sale, will at the time of such delivery:
  - (i) comply with the relevant food and consumer product regulations including (but not limited to) EU Regulation 178/2002 EU Regulation 852/2004, EU Directive 2000/23, the Consumer Product Act 1987, the Consumer Protection Act 2015, the Food Safety Act 1990 and any other applicable laws or regulations imposing requirements on Supplier which are substantially

the same as the statutes cited above, each as may be amended from time to time, and all other applicable laws;

- (ii) be manufactured in accordance with current good manufacturing practices and any specifications for the goods to be delivered under these Terms and any Agreement and, where applicable, fit for human consumption; and
- (iii) not be adulterated or misbranded within the meaning of the statutes cited above or within the meaning of any other applicable laws.

#### **18. Instalments**

- 18.1. Where the Goods are contracted to be delivered by instalments:
- (i) JDE shall have the right to treat any breach by the Supplier of its obligations as regards one or more instalments as a repudiation enabling JDE to repudiate further performance and to recover damages for the breach; and
  - (ii) the acceptance of JDE of any one or more instalments notwithstanding a breach of its obligations by Supplier shall not prejudice or restrict any of JDE's rights in respect of any other breach by Supplier.

### **PART 3 - SERVICES**

#### **19. Performance of Services**

- 19.1. Supplier will provide the service(s) to be provided by Supplier under an Agreement (the "**Services**") in accordance with the Agreement and these Terms and the requirements as set out by JDE and meet the agreed upon objectives. The Services will be performed at the time and place described in the Agreement. The Services will not only include services specifically described in the Agreement but also those that are an inherent, necessary or a customary part of the Services. Supplier will be responsible for all materials, facilities, equipment, software and other resources required to provide the Services.
- 19.2. Supplier represents and warrants that it will perform the Services
- (i) in a good, timely, efficient, professional and workmanlike manner using then-relevant technology,
  - (ii) using sufficient numbers of personnel (including any of Supplier's subcontractors, employees, agents, consultants or other individuals acting on Supplier's behalf who are directly or indirectly involved in the performance of Supplier's obligations under the Agreement ("**Supplier Personnel**")) who are fully familiar with the technology, processes and procedures to be used to deliver the Services and have suitable

- competence, ability, education, training and other qualifications for any assigned roles,
- (iii) with at least the degrees of accuracy, quality, efficiency, completeness, timeliness and responsiveness as are equal to the accepted industry standards applicable to the performance of the same or similar services,
- (iv) in compliance with all relevant laws and regulations,
- (v) in compliance with the requirements of the applicable Agreement, and
- (vi) generally, in accordance with JDE's requirements from time to time.

- 19.3. If the Services have been rejected JDE may, at its discretion,
- (i) demand that Supplier promptly corrects or rectifies the deficiencies giving rise to the breach at Supplier's sole expense, or
  - (ii) reduce the agreed upon price for the Services in proportion to the breach, or
  - (iii) if JDE has reasonable grounds to fear that Supplier will not be able to rectify the breach, terminate the Agreement for breach and have the work completed or replaced by a third party at Supplier's cost. If Supplier fails to rectify the breach, JDE is authorized to terminate the Agreement for breach, demand repayment of all paid amounts and claim compensation for damages incurred as a result of the breach.
- 19.4. JDE will pay Supplier for actual time and materials or a fixed fee, as set out in the Agreement. JDE may at any time increase or reduce the scope of the Services,
- (i) in case of a reduction the fee will be adjusted accordingly.
  - (ii) Fees for additional Services or an extension of the scope of the Services, at the request of JDE or otherwise, will only be paid by JDE if such Services and the additional fees have been expressly agreed upon by JDE. If the additional Services relate to circumstances or information that Supplier should reasonably have foreseen, Supplier shall not be entitled to additional fees.

#### **20. Personnel**

- 20.1. If JDE determines that the continued assignment to JDE of any Supplier Personnel is not in the interests of JDE, Supplier will remove that individual from providing the Services and replace that individual with Supplier Personnel of suitable ability and qualifications without additional charge to JDE.
- 20.2. Supplier will ensure that the Supplier Personnel, while assigned to provide the Services or otherwise visiting or accessing JDE's facilities, will
- (i) comply with JDE's then-current environmental, health, safety, and security policies and

- procedures and other rules and regulations applicable to JDE personnel at those facilities,
- (ii) comply with all reasonable requests of JDE personnel, as applicable, pertaining to personal and professional conduct, and
- (iii) otherwise conduct themselves in a professional and business-like manner.

**21. TUPE**

- 21.1. Unless otherwise explicitly agreed in the Agreement, it is the parties' commercial intention that, for Services supplied in the UK, the Transfer of Undertakings (Protection of Employment) Regulations 2006 and for Services supplied in Ireland, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 ("**TUPE**") shall not apply to any transfer of the Services or any part of the Services from Supplier to JDE or to any new supplier of services the same as or substantially the same as all or part of the Services (a "**New Supplier**") on the expiry or termination of the Agreement, howsoever that occurs. Accordingly, the parties agree that no Supplier Personnel shall transfer into the employment of JDE or any New Supplier.
- 21.2. The Supplier irrevocably and unconditionally agrees to indemnify and keep indemnified JDE, all JDE affiliates

and its and their employees, sub-contractors and agents and any New Supplier in full and on demand and keep them so indemnified against all claims, demands, actions, proceedings and/or liabilities and all direct, indirect and consequential damages, losses, costs and expenses (which shall include legal costs on an indemnity basis) made against or incurred or suffered by any of them and whether wholly or in part resulting directly or indirectly from:

- (i) Any act or omission of the Supplier (whether before or after the expiry or termination of the Agreement) in relation to any individual employed or engaged by the Supplier;
- (ii) The termination by the Supplier of the employment or engagement of any individual (whether before or after the expiry or termination of the Agreement);
- (iii) Any assertion by any person or any representative of any person to the effect that TUPE shall be applicable to the Agreement, its termination or the termination of any Services or any other reduction in the scope of the Agreement.

**By supplying goods and/or services; and/or by the Supplier signing below, the Supplier accepts these JDE Purchase Terms:-**

**Signed by:**  
**[Full Name]** .....

**Signature:** .....

**Position:** .....

**Date:** .....

**On behalf of:**  
**[Registered company name]** .....

**Registered company number:** .....