

SOFINA STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF INGREDIENTS, MIXTURES OF INGREDIENTS AND GOODS MADE  
TO RECIPES AND/OR FORMULAS DATED JUNE 2025

**GENERAL TERMS & CONDITIONS**

**1 Definitions and interpretation**

1.1 In these Conditions the following definitions apply:

**Acceptance Conditions:** has the meaning given in clause 7.2;

**Affiliate:** means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;

**Applicable Law:** means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction;

**Authorised Representative:** means the individual identified for each party in the Order;

**Background IPR:** means Intellectual Property Rights that belong to or are licensed to a party prior to the Commencement Date;

**Bribery Laws:** means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010;

**Business Day:** means a day (other than a Saturday or Sunday) on which banks are ordinarily open for business in the city of London and any reference to a "day" shall mean a period of 24 hours running from midnight to midnight;

**Commencement Date:** means the date defined in clause 2.6;

**Conditions:** means Sofina's standard terms for purchase of Goods set out in this document;

**Confidential Information:** means any information relating to either Party, or from a third party disclosed to a Party which is obviously confidential in nature, or has been identified as confidential, which is disclosed (in any format and by any medium) by one Party to the other Party whether on or after the Commencement Date;

**Contract:** means the agreement between the Supplier and Sofina for the sale and purchase of the Goods incorporating the Order, these Conditions, any Specification and including all and any schedules, attachments, annexures and statements of work;

**Contract Year:** means a period of 12 months starting on the Commencement date and each anniversary of that date;

**Control:** means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and Derivative forms of the term "Control" (e.g. "Controlling" an "Controlled by") have corresponding meanings;

**Force Majeure:** any event(s) or combination of events adversely affecting the ability of either Party to perform its obligations under the Contract where such event arises from or is attributable to acts, events, omissions or accidents that were not reasonably foreseeable and beyond the reasonable control of the relevant Party (and which the relevant Party did not contribute to) including (without limitation): fire; war; riot; or rebellion; lock-outs; shortage of material, equipment, labour or supplies and any event or other consequences arising as a result of or in connection with epidemics or pandemics; but excluding any industrial dispute affecting the Supplier or its subcontractors;

**Goods:** means all and any Products and any other deliverables to be manufactured and/or supplied by the Supplier for Sofina the details of which are set out in the Order Form and which are made in accordance with the Product Specification or as otherwise requested by Sofina in writing which may or may not be in accordance with or incorporate a Sofina-owned Recipe or formula the use of which Sofina licenses to the Supplier only for the purpose of manufacture and supply of the Goods under this Contract;

**Incoterms 2020:** means the 2020 edition of the International Chamber of Commerce official rules for the interpretation of trade terms (ISBN 978-92-842-0510-3);

**Ingredients:** the individual components of a Recipe;

**Intellectual Property Rights/IPRs:** means copyright and related rights, patents, utility models, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, database right, topography rights, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case:

whether registered or not; including any applications to protect or register such rights; including all renewals and extensions of such rights or applications whether vested, contingent or future to which the relevant party is or may be entitled in the United Kingdom or anywhere else in the world;

**IPR Claim:** has the meaning given in clause 15.1.1;

**Location:** means the address or addresses for delivery of the Goods as set out in the Order;

**Modern Slavery Policy:** means Sofina's modern day slavery policy in force and notified to the Supplier from time to time;

**MSA Offence:** has the meaning given in clause 11.1.1;

**Order:** means Sofina's order for the Goods whether in a formal purchase order or otherwise and which shall in all circumstances incorporate these Conditions;

**Price:** has the meaning given in clause 3.1;

**Recipe(s):** means any and all recipe(s), formula(s) and other mixtures of Ingredients including all specific details of quantities and ratios of Ingredients, categories of Ingredients and methods of combining and processing Ingredients and any and all information whatsoever required to accurately reproduce the recipe which may or may not be considered trade secrets and/or Confidential Information, which may be a deliverable but also includes long established Recipes (secret or otherwise).

**Sofina:** means the entity identified in the Order which is under the direct or indirect Control of Sofina Foods Ltd (Co No 10664871) from time to time, including but not limited to: Karro Food Group Ltd; Karro Food Ltd; Karro ICT Services Ltd; Karro Food Frozen Ltd; Karro Food Stoke Ltd; Karro McGees (ROI) Ltd; FJG Logistics Ltd; T S Bloor & Sons Ltd; Carroll Cuisine Unlimited Company; Callan Bacon Company Ltd; M&M Walshe Ltd; Storchley Bacon Co. Ltd; and Young's Seafood Ltd;

**Specification:** means the description, timetable, schedule of works, etc., for the Goods or referred to in the Contract and in relation to meat purchased the specification may be made by reference to the appropriate UK Agriculture and Horticulture Development Board (AHDB) meat specifications and/or categories;

**Supplier:** means the named party in the Contract who has agreed to sell the Goods to Sofina;

**Supplier Personnel:** means all employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their sub-contractors who are engaged in the provision of Goods from time to time; and

**VAT:** means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods.

1.2 In these Conditions, unless the context otherwise requires:

1.2.1 a reference to the Contract includes these Conditions, the Order, any Specification and their respective schedules, appendices and annexes (if any);

1.2.2 any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;

1.2.3 a reference to a 'party' means either the Supplier or Sofina and includes that party's personal representatives, successors and permitted assigns;

1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

1.2.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.6 words in the singular include the plural and vice versa;

1.2.7 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.2.8 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time;

1.2.9 a reference to legislation includes all subordinate legislation made from time to time under that legislation; and

1.2.10 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

**2 Application of these conditions**

2.1 These Conditions apply to and form part of the Contract between the Supplier and Sofina. They supersede any previously issued terms and conditions of purchase or supply.

2.2 No terms or conditions endorsed on, delivered with, or contained in the Supplier's quotation, sales conditions, confirmation of order, specification or other document shall form part of the Contract, except to the extent that Sofina and Supplier otherwise agree in writing, and the Supplier waives any right it otherwise might have to rely on such terms that are inconsistent with these Conditions.

2.3 No variation of these Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of Sofina and the Supplier respectively.

2.4 Each Order by Sofina to the Supplier shall be an offer to purchase Goods subject to the Contract including these Conditions.

2.5 An Order may be withdrawn or amended by Sofina at any time before acceptance by the Supplier. If the Supplier is unable to accept an Order, it shall notify Sofina in writing promptly.

2.6 Acceptance of an Order by the Supplier shall occur when it is expressly accepted by the Supplier or by any other conduct of the Supplier which Sofina reasonably considers is consistent with acceptance of the Order at which point, and on which date the Contract will come into existence ("Commencement Date").

**3 Price**

3.1 The price for the Goods shall be as set out in the Order or where no such provision is set out, shall be calculated in accordance with the Supplier's scale of charges as advised by the Supplier and received and acknowledged by Sofina before the date the Order is placed ("Price"). No increase in the Price may be made by the Supplier after the Order is placed by Sofina.

3.2 All Prices include packaging, delivery, unloading, unpacking, shipping, carriage, insurance and all other charges or taxes related to the Goods.

3.3 Unless specified in the Order, all Prices shall be calculated and paid in £ Sterling.

3.4 Sofina may carry out its own review of the Prices to check whether or not the supplier is continuing to offer good value. If any review determines that any or all of the Prices do not represent good value, Sofina may require the Supplier to reduce the Prices. If agreement cannot be reached, Sofina may terminate the Contract under Clause 20.3 by giving 4 weeks' notice.

**4 Payment**

4.1 The Supplier shall invoice Sofina for the Goods on or after the completion of delivery of the Goods or, if later, Sofina's acceptance of the Goods.

4.2 Sofina shall pay each validly submitted and undisputed invoice, or undisputed part thereof, of the Supplier within 90 days of receipt.

4.3 Without prejudice to any other remedy, Sofina shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Supplier in accordance with clause 27.1.

4.4 Time of payment is not of the essence. Where sums due under the Contract are not paid in full by the due date, to compensate the Supplier for all loss from Sofina's breach, Sofina shall pay on the sum overdue interest (before and after judgment) on a daily basis until payment in full at the rate of 2 per cent per annum above the Official Bank Rate from time to time of the Bank of England. The Supplier acknowledges that this is a substantial remedy for

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	the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.		storing and returning any of the Goods over-delivered or rejected.	9.2.4	if Goods, be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
4.5	VAT shall be charged by the Supplier and paid by Sofina at the applicable rate at the time the invoice was issued.	7.6	Sofina may require pre-delivery and/or post-delivery acceptance tests to be performed or to be carried out, at Sofina's option, either by Sofina or the Supplier, and the results of the tests shall be made available to Sofina.	9.2.5	be fit for purpose and any purpose communicated by the Sofina to the Supplier.
<b>5</b>	<b>Not Used</b>			9.3	The Supplier agrees that the approval by Sofina of any design or Specification provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause 9.
<b>6</b>	<b>Delivery</b>			9.4	The Supplier warrants that it understands Sofina's business and needs.
6.1	Unless otherwise specified in the Order, it shall be a condition that the Supplier shall deliver the Goods DDP as varied by this Clause 6 to the Location on the date(s) specified in the Order.	7.7	Sofina may inspect and test the Goods during manufacture or processing prior to despatch, and the Supplier shall provide Sofina with access to and use of all facilities reasonably required.	9.5	Sofina may reject any Goods that do not comply with clause 9.2 and the Supplier shall, at Sofina's option, promptly remedy, repair, replace, correct, re-perform or refund the price of any such Goods provided that Sofina serves a written notice on the Supplier within a reasonable time after delivery that some or all of the Goods do not comply with clause 9.2.
6.2	The Goods shall be deemed delivered on completion of unloading only of the Goods at the Location by the Supplier or its nominated carrier (as the case may be).	7.8	Any inspection or testing of the Goods shall not be deemed to be acceptance of the Goods or a waiver of any of Sofina's other rights and remedies, including its right to reject.	9.6	The provisions of these Conditions shall apply to any Goods that are remedied, repaired, replaced, corrected or re-performed with effect from the date of the acceptance of the remedied, repaired, replaced or corrected Goods.
6.3	The Goods shall not be delivered in instalments unless otherwise agreed in writing by Sofina.	7.9	The Supplier acknowledges that Sofina is a supplier to many supermarkets and other retailers and it is a condition of the Contract that the Supplier shall allow at Sofina's cost, Sofina, its customers and any auditors of or other advisers to Sofina or its customers, full audit access to its production premises, personnel and all records which relate to the provision of the Goods to Sofina provided reasonable notice is given of the intended visit which will take place during normal business hours and, subject to the obligations of confidentiality, the Supplier shall with all reasonable co-operation, provide access and assistance in relation to each audit.	9.7	Sofina's rights under these Conditions are in addition to, and do not exclude or modify, the rights and conditions contained in the Supply of Goods and Services Act 1982, s 12 to 16 and the Sale of Goods Act 1979, s 13 to 15.
6.4	Each delivery of Goods shall be accompanied by a delivery note stating:			9.8	Sofina shall be entitled to exercise its rights under clause 9 regardless of whether the Goods have been accepted under the Acceptance Conditions and notwithstanding that the Goods were not rejected following their initial inspection under clause 7.3.
6.4.1	the date of the Order;			<b>10</b>	<b>Anti-bribery</b>
6.4.2	the relevant Sofina and Supplier details;			10.1	For the purposes of this clause 10 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
6.4.3	if Goods, the product numbers and type and quantity of Goods in the delivery;			10.2	Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:
6.4.4	any special instructions, handling and other requests;			10.2.1	all of that party's personnel;
6.4.5	in the case of Goods, whether at the Supplier's expense any packaging material is to be returned-or taken away by the Supplier; and			10.2.2	all others associated with that party; and
6.4.6	any additional information requested by Sofina as set out in the Order.	7.10	If an audit identifies that the Supplier has failed to perform any of its obligations under the Contract then, without prejudice to the other rights and remedies of Sofina, the Supplier shall immediately take the necessary steps to comply with its obligations at no additional cost to Sofina.	10.2.3	all of that party's subcontractors;
6.5	Time of delivery is of the essence. The Supplier hereby acknowledges and accepts that timely delivery and continuity of supply of the Goods is of fundamental and critical importance to Sofina, and that Sofina has contractual obligations with its own customers in connection with the Goods. If the Supplier fails to deliver any of the Goods by the date specified in the Order, Sofina shall (without prejudice to its other rights and remedies) be entitled at Sofina's sole discretion:	7.11	The rights of Sofina in this clause 7 are without prejudice to Sofina's other rights and remedies under the Contract including under clause 9.	10.2.4	involved in performing the Contract so comply.
6.5.1	to terminate the Contract in whole or in part;	<b>8</b>	<b>Title and risk</b>	10.3	Without limitation to clause 10.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
6.5.2	to purchase the same or similar Goods from another supplier;	8.1	Title and risk in the Goods shall pass to Sofina on completion of delivery as set out in clause 6.	10.4	The Supplier shall promptly notify Sofina as soon as it becomes aware of a breach or possible breach by Sofina of any of the requirements in this clause 10.
6.5.3	to refuse to accept the delivery of any more Goods under the Contract;	8.2	The passing of title shall not prejudice any other of Sofina's rights and remedies, including its right to reject.	10.5	Any breach of this clause 10 by the Supplier shall be deemed a material breach of the Contract that is not remediable and shall entitle Sofina to immediately terminate the Contract by notice under clause 20.1.1.
6.5.4	to recover from the Supplier all costs and losses resulting to Sofina from the failure in delivery, including the amount by which the price payable by Sofina to acquire those Goods from another supplier exceeds the price payable under the Contract and any loss of profit; and	8.3	The Supplier warrants and represents that it:	<b>11</b>	<b>Anti-slavery</b>
6.5.5	all or any of the foregoing.	8.3.1	has at the time the Contract is made full, clear and unencumbered title to the Goods, and the full, clear and unencumbered right to sell and deliver them to Sofina; and	11.1	The Supplier undertakes, warrants and represents that:
<b>7</b>	<b>Acceptance, rejection and inspection</b>	8.3.2	shall hold such title and right to enable it to ensure that Sofina shall acquire a valid, unqualified title to the Goods and shall enjoy quiet possession of them.	11.1.1	neither the Supplier nor any of its officers, employees, agents or subcontractors has:
7.1	Sofina shall not have accepted, or be deemed to have accepted, the Goods until the Acceptance Conditions are fulfilled.	<b>9</b>	<b>Warranty</b>	(a)	committed an offence under the Modern Slavery Act 2015 (a MSA Offence); or
7.2	The <b>Acceptance Conditions</b> are that:	9.1	The Supplier warrants and represents that it shall:	(b)	been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
7.2.1	for Goods, the Goods and delivery note have been delivered to or at the agreed Location or, where the Goods are to be installed by or on behalf of the Supplier, upon successful installation; and	9.1.1	have all consents, licences and authorisations necessary to deliver the Goods;	(c)	is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
7.2.2	all pre-delivery and post-delivery acceptance tests and inspections have been completed to the satisfaction of Sofina at its sole discretion; and	9.1.2	ensure the Contract is executed by a duly authorised signatory on behalf of Supplier;	11.1.2	it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;
7.2.3	Sofina has notified the Supplier in writing that the Goods have been delivered or performed (as the case may be) in full compliance with the Order and the Conditions of the Contract including this clause 7.	9.1.3	provide high quality Goods;	11.1.3	it has implemented due diligence procedures to ensure compliance with the Modern Slavery Act 2015 and the Modern Slavery Policy in its business
7.3	Sofina shall be entitled to reject any Goods which are not in full compliance with the terms and conditions of the Contract. Any acceptance of defective, late or incomplete Goods or any payment made in respect thereof, shall not constitute a waiver of any of Sofina's rights and remedies, including its right to reject.	9.1.4	ensure compliance and fulfilment of its obligations in accordance with the Order and the Contract;		
7.4	If the Goods are rejected due to the volume of the Goods exceeding the tolerances (if any) specified in the Order, the Supplier shall promptly and at its own cost arrange for redelivery of the correct volume.	9.1.5	observe, and ensure that the Supplier Personnel observe all applicable health and safety rules and regulations and any other applicable security requirements that apply at the Location;		
7.5	Any rejected Goods may be returned to the Supplier by Sofina at the Supplier's cost and risk. The Supplier shall pay to Sofina a reasonable charge for	9.1.6	ensure that the Supplier Personnel use reasonable skill and care in the delivery of the Goods;		
		9.1.7	keep Sofina fully informed of all activities concerning the Goods and provide Sofina with activity reports on request; and		
		9.1.8	conduct such tests, including pre-delivery and post-delivery acceptance tests and inspections, in relation to the Goods prior to delivery as Sofina may require at its sole discretion.		
		9.2	The Supplier warrants and represents that, the Goods at the time of delivery shall:		
		9.2.1	conform to any agreed sample, and to the quality and description of the Specification;		
		9.2.2	be free from defects in design, material and workmanship and remain so within the stated shelf life;		
		9.2.3	comply with all Applicable Laws, standards and best industry practice;		

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- and supply chain, and those of its officers, employees, agents or subcontractors, which will be made available to Sofina on request at any time throughout the Contract;
- 11.1.4 it shall notify Sofina promptly in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Supplier's obligations under clause 11.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.
- 11.2 Any breach of clause 11.1 by the Supplier shall be deemed a material breach of the Contract and shall entitle Sofina to terminate the Contract pursuant to clause 20.1.1 with immediate effect.
- 12 Anti-tax evasion facilitation**
- 12.1 For the purposes of this clause 12:
- 12.1.1 the expressions 'associated with', 'prevention procedures', 'UK Tax Evasion Offence' and 'Foreign Tax Evasion Offence' shall be construed in accordance with Part 3 of the Criminal Finances Act 2017 (CFA 2017) and guidance published under it;
- 12.1.2 Corporate Failure to Prevent Offence means an offence under section 45 and/or section 46 of CFA 2017 and any other applicable United Kingdom laws, legislation, statutory instruments and regulations in relation to preventing the facilitation of tax evasion and any similar or equivalent laws in any other relevant jurisdiction;
- 12.1.3 Supplier Associated Persons means all or any of the following:
- (a) persons associated with the Supplier (Supplier's Associates); and
  - (b) persons associated with any of the Supplier's Associates;
- in each case, involved in performing the Contract.
- 12.2 The Supplier shall ensure that it and the Supplier Associated Persons shall not by any act or omission commit, or cause, facilitate or contribute to the commission by any person including Sofina, of a:
- 12.2.1 Corporate Failure to Prevent Offence;
  - 12.2.2 UK Tax Evasion Offence; or
  - 12.2.3 Foreign Tax Evasion Offence in connection with the performance of the Contract.
- 12.3 The Supplier shall not, and shall use all reasonable endeavours to ensure that Supplier Associated Persons shall not, solicit or engage with or take steps to solicit or engage with any person associated with Sofina to facilitate the commission of a UK Tax Evasion Offence or a Foreign Tax Evasion Offence in connection with the performance of the Contract.
- 12.4 The Supplier shall promptly notify Sofina as soon as it becomes aware of any allegation, investigation, evidence or report relating to a breach or possible breach of any of the requirements in this clause 12.
- 12.5 Any breach of this clause 12 by the Supplier shall be deemed a material breach of the Contract that is not remediable and entitle Sofina to immediately terminate the Contract by notice under clause 20.1.1.
- PLEASE NOTE EACH OF THE FOLLOWING IMPORTANT PROVISIONS OF CONDITION 13**
- 13 Liability**
- 13.1 Subject to clauses 14.3 and 14.4, the Supplier's liability to Sofina, whether in contract, tort (including negligence) for breach of statutory duty or otherwise, for loss or damage to tangible property shall be limited to £10 million per event or series of connected events.
- 13.2 Subject to clauses 14.1, 14.3 and 14.4 each Party's aggregate liability to the other Party in each Contract Year, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising under or in connection with the Contract shall be limited to the greater of £2million and an amount equivalent to 100% of all the amounts paid or payable by Sofina to the Supplier under the Contract in that Contract Year in which the claim arises.
- 13.3 Subject to clause 14.4, neither Party will be liable to the other Party for any indirect, consequential or special loss arising out of, or in connection with the Contract.
- 13.4 Nothing in the Contract shall exclude or limit:
- 13.4.1 either Party's liability for death or personal injury caused by its (or its agent's or Subcontractor's) negligence or for fraud or fraudulent misrepresentation;
  - 13.4.2 the Supplier's liability, whether categorised as direct or indirect losses, to Sofina arising out of a breach of clauses 11 (Security), 18 (Confidentiality), 15 (Intellectual Property) and 19 (Data Protection);
  - 13.4.3 the Supplier's liability for wilful default or wilful abandonment of the Contract or of its obligations under any Agreement;
  - 13.4.4 the Supplier's liability for any regulatory losses, fines and/or expenses incurred by Sofina or a Sofina Affiliate as a result of a breach by the Supplier of any Laws, and any further costs incurred by Sofina or a Sofina Affiliate to meet additional requirements imposed by the relevant regulatory body as a result of such breach;
  - 13.4.5 the Supplier's liability under any indemnity set out in the Contract; and
  - 13.4.6 either Party's liability that cannot, as a matter of law, be limited or excluded.
- 13.5 Any losses suffered by a Sofina Affiliate pursuant to the Contract shall be recoverable by Sofina as if the loss had been suffered by Sofina itself.
- 13.6 The Supplier shall only commence proceedings related to the Contract against Sofina and no other Sofina Affiliate, provided that Sofina confirms that it will be liable to the Supplier in respect of breaches of the Contract by a Sofina Affiliate (in so far as the Sofina Affiliate would have been liable to the Supplier) and in this regard shall have available to it all of the same rights and defences that would have been available to such Sofina Affiliate.
- 14 Insurances**
- 14.1 Without thereby limiting its responsibilities under clause 14, the Supplier warrants that it has in place as at the Commencement Date of the Contract, and will maintain in force throughout the Term, all insurances required so as to ensure its indemnity and liability commitments and other risks under the Contract are adequately covered. As a minimum, the Supplier shall effect and maintain the following insurances:
- 14.1.1 employers liability insurance to a minimum cover of £5million in respect of each claim and unlimited in the aggregate;
  - 14.1.2 public liability insurance with an indemnity of at least £5million in respect of any one claim or number of claims arising out of one cause, the total of claims to be unlimited in any one period of insurance and unlimited in the aggregate; and
  - 14.1.3 professional indemnity insurance with an indemnity of at least £3.5million in respect of any one claim or number of claims arising out of one cause, the total of claims to be unlimited in any one period of insurance and unlimited in the aggregate.
- 14.2 The Supplier shall forward for the policies a valid certificate of insurance and other related documents for these insurances and subsequent renewals of such policies for examination by Sofina within one week of Sofina's request.
- 14.3 The Supplier shall warrant, represent and procure that any subcontractors also put in place and maintain adequate insurance having regard to the type and scope of services they will be required by the Supplier to provide.
- 14.4 The Supplier shall do nothing to invalidate any insurance policy or to prejudice Sofina's entitlement under it and notify Sofina if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.
- 15 Indemnity**
- 15.1 The Supplier shall indemnify Sofina against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of 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) suffered or incurred by Sofina arising out of or in connection with:
- 15.1.1 any claim made against Sofina for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods ("IPR Claim");
  - 15.1.2 any claim made against Sofina by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and
  - 15.1.3 any claim made against Sofina by a third party arising out of or in connection with the supply of the Goods, as delivered, 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.
- 15.2 This clause 15 shall survive termination of the Contract.
- 16 Intellectual property rights**
- 16.1 Subject to clause 16.2 all Sofina-owned Recipes and all IPRs in Goods made in accordance with such Sofina-owned Recipes shall vest in and remain at all times the property of Sofina and such Sofina-owned Recipes may only be used by the Supplier as necessary to perform the Contract. The Supplier assigns (or shall procure the assignment) to Sofina absolutely, with full title guarantee, all right, title and interest in any IPRs in any Recipes developed for Sofina under the Contract, and the Supplier shall do all such things and sign all documents necessary in Sofina's opinion to so vest all such IPRs in Sofina, and to enable Sofina to defend and enforce such IPRs, and the Supplier shall at Sofina's request waive or procure a waiver of any moral rights.
- 16.2 All Background IPR of a party shall remain vested in that party.
- 16.3 Background IPR of Sofina or shall not be used by the Supplier for any purpose whatsoever without Sofina's prior written consent and then only if used in compliance with Sofina's brand guidelines or other reasonable written instructions. Unless expressly granted herein, neither these Conditions nor any disclosure made hereunder grants any license to either party in respect of such Background IPR.
- 16.4 Subject to clause 16.1, the Supplier grants to Sofina, a royalty free, worldwide, non-exclusive, transferable, and irrevocable licence to use any Background IPR or other material provided by or on behalf of the Supplier to the extent necessary to receive and use the Goods.
- 17 Confidentiality and announcements**
- 17.1 Each party shall keep confidential all Confidential Information of the other and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
- 17.1.1 subject to clause 17.4, any information which was in the public domain at the Commencement Date;
  - 17.1.2 subject to clause 17.4, any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
  - 17.1.3 subject to clause 17.4, any information which is independently developed by a party without using information supplied by the other; or
  - 17.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- 17.2 This clause shall remain in force in perpetuity.
- 17.3 Subject to clause 17.4, the Supplier shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.
- 17.4 To the extent any Confidential Information is Protected Data such Confidential Information may be disclosed or used only to the extent such disclosure or use is in compliance with and does not conflict with the provisions of clause 18.
- 18 Processing of personal data**
- In the course of providing the Goods to Sofina, the parties may process personal data on behalf of the other. The parties agree that in such circumstances

SOFINA STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF INGREDIENTS, MIXTURES OF INGREDIENTS AND GOODS MADE  
TO RECIPES AND/OR FORMULAS DATED JUNE 2025

	an appropriate Data Processing Agreement will be put into place.	20.7	Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect		Sofina irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to Sofina, the Supplier acknowledges and agrees that Sofina is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
<b>19</b>	<b>Force majeure</b>		<b>21</b>	<b>Notices</b>	<b>30</b>
19.1	A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:		21.1	Any notice required or permitted to be given by either party to the other under the Contract shall be in writing addressed to that other party at its registered office or principal place of business or by email to the Authorised Representative of the other party at the email address provided for that Authorised Representative, provided that such notice is sent with a request for a receipt for the delivery of the email and that a receipt is received acknowledging delivery to a monitored email address.	30.1
19.1.1	promptly notifies the other of the Force Majeure event and its expected duration; and				
19.1.2	uses best endeavours to minimise the effects of that event.				
19.2	If, due to Force Majeure, a party:				
19.2.1	is or shall be unable to perform a material obligation; or				
19.2.2	is delayed in or prevented from performing its obligations for a continuous period exceeding 14 days;				30.2
19.2.3	the other party may, within 30 days, terminate the Contract on immediate notice.	21.2	Other than by email such notices shall be deemed to be delivered 48 hours after sent or delivered and if by email upon receipt of delivery of the email to the monitored email address of the relevant Authorised Representative.		
<b>20</b>	<b>Termination</b>		<b>22</b>	<b>Time</b>	
20.1	Sofina may terminate the Contract at any time by giving notice in writing to the Supplier if:			Unless stated otherwise, time is of the essence for any date or period specified in the Contract in relation to the Supplier's obligations only.	
20.1.1	the Supplier commits a material breach of the Contract and such breach is not remediable;		<b>23</b>	<b>Further assurance</b>	<b>31</b>
20.1.2	the Supplier commits a material breach of the Contract which is not remedied within 7 days of receiving written notice of such breach;			The Supplier shall at the request of Sofina, and at the Supplier's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.	31.1
20.1.3	any consent, licence or authorisation held by the Supplier is revoked or modified such that the Supplier is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.		<b>24</b>	<b>Entire agreement</b>	
20.2	Either party may terminate the Contract at any time by giving notice in writing to the other if the non-effected party:	24.1		The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.	31.2
20.2.1	stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;				
20.2.2	is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if Sofina reasonably believes that to be the case;	24.2		Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.	
20.2.3	becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;				<b>32</b>
20.2.4	becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;				
20.2.5	becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;				
20.2.6	becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;				
20.2.7	has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;	24.3		Nothing in these Conditions purports to limit or exclude any liability for fraud.	
20.2.8	has a resolution passed for its winding up;		<b>25</b>	<b>Variation</b>	<b>34</b>
20.2.9	has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;			No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, each party.	
20.2.10	is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within 7 days of that procedure being commenced;		<b>26</b>	<b>Assignment</b>	<b>35</b>
20.2.11	has a freezing order made against it;	26.1		The Supplier may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without Sofina's prior written consent.	35.1
20.2.12	is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items;				
20.2.13	is subject to any events or circumstances analogous to those in clauses 20.2.1 to 20.2.12 in any jurisdiction.	27		<b>Set off</b>	35.2
20.3	Sofina may terminate the Contract for convenience at any time by giving not less than 4 weeks' notice in writing to the Supplier.	27.1		Sofina shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Supplier under the Contract.	
20.4	If the Supplier becomes aware that any event has occurred, or circumstances exist, which may entitle Sofina to terminate the Contract under this clause 20, it shall immediately notify Sofina in writing.	27.2		The Supplier shall pay all sums that it owes to Sofina under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.	<b>36</b>
20.5	Termination or expiry of the Contract shall not affect any accrued rights and liabilities of Sofina at any time up to the date of termination.		<b>28</b>	<b>No partnership or agency</b>	
20.6	For the avoidance of doubt, Sofina shall not be obliged to pay any cancellation charge or other compensation to the Supplier (including in respect of redundancy payments for the Supplier's employees or loss of profits) by reason of expiry of the Contract or lawful termination of the Contract by Sofina.	28.1.1		The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.	<b>37</b>
		<b>29</b>		<b>Equitable relief</b>	
				The Supplier recognises that any breach or threatened breach of the Contract may cause	