

DANIEL THWAITES PLC
STANDARD PURCHASING CONDITIONS

1. **DEFINITIONS**
 - ‘the Seller’** means the person, company or organisation to whom the Contract is addressed and becomes the Supplier.
 - ‘the Buyer’** means any subsidiary, division or trading unit of Daniel Thwaites Plc
 - ‘the Conditions’** means the terms and conditions set out in these standard purchasing conditions, including any varied or special terms and conditions agreed in writing between the Seller and Buyer shown in the Contract.
 - ‘the Contract’** means the Purchaser Contract, Purchase Agreement, Purchase Order, Purchase Amendment accepted by the Seller, for the sale and purchase of the Goods which form the basis of an agreement, or the authorised offer or written confirmation of requirements to which these standard purchasing conditions are appropriated and shall constitute an offer by the Buyer to purchase the Goods subject to these standard purchasing conditions, unless the Contract refers to additional terms and conditions written on the front of the Contract that contradict these standard purchasing conditions, in which case the Contract conditions on the front will take precedence.
 - ‘the Purchase Amendment’** shall confirm any variation to the Contract or Acknowledgement of an amended Contract.
 - ‘the Acknowledgement’** is any correspondence made by the Seller in response to the Buyers Contract, and providing the Acknowledgement accurately reflects the Buyers Contract, it shall constitute acceptance of the Contract by the Seller. In the absence of an Acknowledgement, then any processing of the Goods or Services by the Seller shall in itself constitute acceptance of the Buyers Contract.
 - ‘the Goods’** shall mean the goods and/or services (including any instalment and/or any part of them) described in the Contract.
 - ‘the Specification’** includes all recipes, ingredients, plans, drawings, data or other information relating to the Goods or Services.
2. **GENERAL** Daniel Thwaites wishes to purchase its Good & Service by ethical and sustainable means, and in accordance with the Sales of Goods Act 1979 and any other applicable laws, these Conditions shall form the basis of the Contract between the Buyer and the Seller and shall supersede and take precedence to any other terms and conditions, offered or relied on by the Seller in any tender, quotation, acknowledgement, advice note, delivery note, invoice, letter or any other document issued or sent by the Seller. Without prejudice to the generality of the foregoing, the Buyer will not be bound by any terms and conditions furnished by the Seller in any of its documents, unless the Seller specifically draws the specific terms to the Buyers attention and states in writing separately from such Conditions that it intends such terms and conditions to apply and the Buyer acknowledges this in writing in its Contract or Purchase Amendment.
3. **ASSIGNMENT & SUBCONTRACTING** The Seller shall not assign or transfer the whole or part of the Contract, or subcontract the production or supply of the of Goods to be supplied under the Contract without the prior written consent of the Buyer. Where the Buyer agrees to any sub-contract production an audit of the sub-contractors facilities may be required, in such circumstances the Buyer may charge the Seller a cost for performing such an audit. Any audit performed by the Buyer or his agent shall not in any way relieve the Seller of his obligations under contract.
4. **CONFIDENTIALITY** The Seller shall not announce or disclose the existence of any contractual arrangements between the Seller and the Buyer. The Seller shall keep confidential all the Buyer’s information, details, Specifications and any other matter relating to the Goods to be supplied in any way whatsoever, and shall not disclose the same or any of the same to any third party except to his employees and permitted sub-contractors and suppliers as may be necessary for the performance of his obligations under the Contract. All documents and Specifications containing such information and any copies thereof shall upon completion of the Contract, or its termination for any reason, be returned to the Buyer.
5. **DELIVERY** The Goods shall be delivered to, or the Services shall be performed at the delivery address, on the date or within the period stated in the Contract, or during the Buyer’s usual business hours. All Goods must be accompanied by a despatch note quoting the Contract number, quantity and description of the Goods, clearly and legibly addressed to the ‘Deliver to’ address and must be delivered suitably protected to survive transit and to resist pilferage, distortion, corrosion or any contamination, the Buyer’s receipt signature shall confirm delivery completion. The time stipulated for delivery and/or completion shall be of the essence of the Contract. The Seller shall notify the Buyer immediately of any apprehended delay in delivery. Should the Seller not deliver the Goods or any part thereof within the time specified in the Contract, then the Buyer may terminate the Contract, purchase other Goods of the same or similar description to rectify such default, and recover from the Seller the amount by which the cost of so purchasing other Goods exceeds the price which would have been payable to the Supplier in respect of the Goods replaced by such purchase referred to in the Contract, without prejudice to any other remedy for breach of the Contract.
6. **FORCE MAJEURE** Neither the Seller or the Buyer shall be liable to the other for any failure to fulfil its obligations under the Contract if such failure is caused by circumstances beyond its reasonable control. Should a claim for Force Majeure continue for more than 14 days which stops the supply of the Goods being provided then the Contract may be cancelled without any obligation to the other party.
7. **INDEMNITY** The Seller shall indemnify the Buyer, employees and agents keeping them harmless from and against all liabilities, costs, expenses, infringement of any losses, damage or any claims in contract or tort, whether direct or consequential which the Buyer may suffer however arising from the Sellers breach of any of its acts, or omissions or obligations under the Contract, including death or injury to any persons, loss or damage to any property real or personal arising from any fault or defect (howsoever arising) in the materials or workmanship of the Goods manufactured or supplied by the Seller, its agents, sub-contractors and suppliers, or employees.
The Seller shall indemnify the Buyer from and against all costs, claims, proceedings or demands in respect of any infringement of patent, registered design, trade mark, copyright or other intellectual property right, arising out of the sale or use of any Goods supplied under the Contract, provided always that the Seller shall not be required to indemnify the Buyer against such infringements where the Goods are supplied to the particular design or specification of the Buyer.
8. **LAW** The Contract shall be governed by the laws of England, and the Seller agrees to submit to the non-exclusive jurisdiction of the English courts.
9. **PAYMENT** The Seller shall invoice the Buyer on or after delivery of the Goods, or as described in the Contract. The Buyer agrees to pay the price against correctly presented invoices addressed to Accounts Payable, normally by BACS on the last day of the following month after delivery receipt by the Buyer, against a correctly presented invoice, provided the Goods have been received and/or completed in accordance with the Contract, and provided that all relevant paperwork clearly state the Contract number/s, invoice number, packing or despatch note number, quantity and description of the Goods, the date of delivery/completion, the Sellers name and address, telephone number, when and where the Goods were delivered/received, if appropriate the Sellers VAT registration number and correct price. Payment by the Buyer in accordance with the stipulated payment terms shall not constitute any admission by the Buyer as to the performance by the Seller of his obligations. Pre-payments and stage payments must be supported with a Bankers Guarantee supplied by the Seller, which shall accompany the invoice. The Buyer has a record of paying correctly presented invoice on time and accepts no liability for late payment interest charges whatsoever.
10. **PRICE** The price of the Goods shall be stated in the Contract and shall be fixed and inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods, including any duties, import costs or levies, any costs for exporting or importing licences or any other authorisation lawfully required for transit of the Goods to the delivered address. Prices quoted in the Contract are exclusive of value added tax (VAT) which shall be payable by the Buyer subject to the VAT rate set by government at time of delivery and shown clearly on the invoice.
11. **PRODUCT RECALL** The Buyer shall have the sole right to instigate any product recall where the Goods supplied by the Seller are found to be faulty or risk the possibility of a potential product liability claim for whatever reason, which have been sold or passed on to a third party or incorporated into another product which has been subsequently been passed on to a third party. The Seller shall be responsible for all costs associated with such a product recall and indemnifies the Buyer from any claims, costs, or expenses whatsoever in respect of such product recall actions.
12. **PROPERTY & RISK** The property in the Goods shall pass to the Buyer upon delivery or completion in accordance with the Contract, unless payment or part payment has been made prior to delivery, when it shall pass to the Buyer at time of payment receipt. The risk of damage or loss of the Goods shall pass to the Buyer after delivery unloading, at the ‘Deliver to’ address and on receipt by the Buyer, or on completion, but without prejudice to any right of rejection.
13. **QUALITY, DESCRIPTION, SAMPLE** The Goods shall comply in all respects with the Contract description and/or Specification, and/or recipes, and/or samples, and/or with any statements or undertakings made by the Seller, or his servants or agents prior to the awarding of the Contract. All food products must be fit for human consumption and conform in every respect with UK and EEC requirements of the relevant Food Acts, Safety Acts, Labelling Regulations, and Pesticide Regulations, Preservatives in Food Regulations, Consumer Protection Acts and Food Hygiene Directives etc. All food products or ingredients must clearly state any allergens on labels and on-line systems used for ordering. The Seller is responsible for reporting to the Buyer any quality concerns, detected prior or after delivery of the Goods. Quality checks, audits, controls and records must be made available on request.
14. **REJECTION** Should any of the Goods, or packages containing the same, not comply with the Contract or with any of the Conditions of the Contract including quality, quantity or description, then the Buyer may reject those Goods, all or any part of them at any time after delivery, irrespective of whether the Buyer or its agents has accepted them. Any acceptance of such Goods by the Buyer shall be without prejudice to any rights the Buyer may have against the Seller. The Buyer may return the rejected Goods, carriage forwarded to the Seller, at the Sellers risk.
15. **TERMINATION** The Buyer shall be entitled to terminate the Contract without any liability to the Seller, by giving notice to the Seller at any time, if the Seller:- commits a breach of Contract, or makes any voluntary arrangement with its creditors (within the meaning of the insolvency Act 1986) or becomes bankrupt or becomes subject to an administration order or goes into liquidation or an encumbrance takes possession or a receiver is appointed, of any of the property or assets of the Seller or the Seller ceases, or threatens to cease, to carry on business; or the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly. The Buyer shall be entitled to cancel the Contract in respect of all or part by giving the Seller reasonable notice at any time prior to delivery or completion of the Goods, in such an event the Buyer’s liability to the Seller shall be the direct costs only which can be proven to be incurred in performing the Contract to the point of cancellation.
16. **VARIATION** Both the Buyer nor the Seller shall be bound by any variation, waiver or addition to these terms and conditions except as agreed by both parties and acknowledged in writing on the Buyer’s Purchase Amendment.
17. **WARRANTIES AND LIABILITIES** The Seller acknowledges that the Buyer relies upon the skills and expertise of the Seller and upon the representations as to the Goods made on behalf of the Seller which the Seller warrants will be of satisfactory quality and fit for any purpose held out by the Seller or known to the Seller at the time the Contract is placed and will be free from defects in design, materials, ingredients, taste, workmanship, appearance and finish. Corresponding to any relevant Specifications or sample and with any representation made by or on behalf of the Seller and complies with all statutory requirements and regulations relating to the Sale of the Goods and will comply with any applicable British and/or European Laws and Standards for relevant Goods. The Seller warrants that the Goods shall be performed by appropriately qualified and trained personnel, working with due care and diligence, and to such high standard of quality as is reasonable for the Buyer to expect in all circumstances.
18. **MODERN SLAVERY ACT 2015** Daniel Thwaites has adopted a Modern Slavery Policy, as set out in the Modern Slavery Act 2015. Sellers to Daniel Thwaites shall comply with the Modern Slavery Act and shall notify the Buyer immediately 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 Seller’s obligations under this clause. Such notice must set-out full details of the circumstances concerning the breach or potential breach of Seller’s obligations.
Any breach of this clause by the Seller shall be deemed a material breach of Contract and shall entitle the Buyer to terminate the Contract immediately without incurring any compensation.
Seller’s to Daniel Thwaites undertake and warrant that neither the Seller nor any of its officers, employees, agents or subcontractors has committed an offence under the Modern Slavery Act or has been notified that it is subject to an investigation relating to an alleged Modern Slavery Act offence or prosecution under the Modern Slavery Act, or is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged offence under the Modern Slavery Act.