

PURCHASE ORDER TERMS & CONDITIONS

1. BASIS OF CONTRACT

- 1.1 These terms and conditions as amended from time to time (the **Conditions**), apply to the contract between **INNOCENT BE SRL**, a company registered in Belgium with company number 0781464860 with a registered office at Chaussée de Mons 1424, 1070 Brussels, Belgium (**Customer**) and you (**Supplier**) for the purchase of goods (or any part of them) (**Goods**) or services (**Services**) by Customer from the Supplier (**Contract**) as set out in the purchase order and/or any specification(s) provided to Supplier by Customer (**Order**).
- 1.2 These Conditions apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.3 The Order constitutes an offer by Customer to purchase the Goods or Services in accordance with these Conditions. The Order shall be deemed to be accepted on the earlier of the Supplier issuing a written acceptance of the Order or the Supplier doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence.

2. THE GOODS AND SERVICES

- 2.1 The Supplier shall ensure that the Goods shall:
 - (a) correspond with their description and any applicable specification agreed by Customer and the Supplier;
 - (b) be of satisfactory quality, be fit for purpose and also fit for any purpose held out by the Supplier or made known to the Supplier by Customer expressly or by implication, and in this respect Customer relies on the Supplier's skill and judgement;
 - (c) where they are manufactured products, be free from defects in design, material and workmanship and remain so for 24 months after delivery; and
 - (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 2.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents, and permits that it needs to carry out its obligations under the Contract.
- 2.3 Customer may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods during any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 2.4 If following such inspection or testing Customer considers that the Goods do not conform or are unlikely to comply with clause 2.1, Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. Further inspections and tests may be undertaken in accordance with clause 2.3 thereafter.
- 2.5 Where the Order relates to the supply of Services the Supplier shall ensure that the Services are provided to the best of its ability and are provided with such skill, care and expertise as would be expected by another Supplier operating in accordance with best industry standards.

3. DELIVERY, TITLE AND RISK

- 3.1 The Supplier shall ensure that the Goods and Services are delivered in accordance with the Order and any specification provided by Customer and each delivery of the Goods and/or Services is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable) and Services.
- 3.2 Delivery of the Goods shall be completed on the completion of unloading the Goods at the delivery location set out in the Order (**Delivery Location**).
- 3.3 The provision of the Services shall be provided on the dates specified in the Order.
- 3.4 Title and risk in the Goods shall pass to Customer on completion of delivery at the Delivery Location.

4. PRICE AND PAYMENT

- 4.1 The price of the Goods and/or the Services shall be the price set out in the Order and shall include the costs of packaging, insurance and carriage of Goods. No extra charges shall be effective unless agreed in writing with Customer.
- 4.2 If applicable VAT, may be charged at the prevailing rate subject to providing a valid VAT invoice and any supporting documents that Customer may reasonably require.

- 4.3 Customer shall pay correctly rendered invoices within 30 days or the last working day of the following month after receipt of the valid invoice (whichever is longer) and provided the Goods and Services are delivered in accordance with the terms of these Conditions and the Order.

- 4.4 Neither party may at any time, without limiting any of its other rights or remedies, set off any liability of such party to the other party.

- 4.5 Customer is entitled to withhold tax from all payments made to Supplier hereunder as may be required by applicable law.

5. CUSTOMER MATERIALS

- 5.1 The Supplier acknowledges and agrees that all materials, equipment, tools, drawings, specifications, IPR (defined in 5.2 below) and data supplied by Customer (**Customer Materials**) shall remain the exclusive property of Customer and/or such affiliate of the Customer as it may specify or direct. The Supplier shall keep the Customer Materials in safe custody at its own risk and maintain them in good condition until returned to Customer. Supplier shall not dispose of or use any Customer Materials other than in accordance with Customer's prior written instructions or authorisation.
- 5.2 All interest in and to all patents, copyrights, logos, trademarks, trade secrets, trade dress and any other intellectual property, including, but not limited to any plans, ideas, materials, data, programs or information, including advertising and promotion ideas, concepts, slogans, marketing or media plans and studies, product test results or consumer demographic studies (**IPR**) arising from work undertaken by the Supplier in respect of the production of the Goods or the provision of Services for Customer shall belong to Fresh Trading Limited or to such party as directed by Customer and unless otherwise agreed in writing by Customer. The Supplier agrees at Customer's expense, to execute all documents and do all such other things as may reasonably be required to assign such Intellectual Property Rights as aforementioned. All copies of any material, designs and drawings and of any other relevant documentation prepared by the Supplier or any third party acting on Supplier's behalf for such purpose shall be provided to Customer on request.

6. INDEMNITY AND LIABILITY

- 6.1 The Supplier will defend, hold harmless and indemnify Customer its parents, subsidiaries, customers, and their respective officers, directors, employees and agents and subcontractors against any and all claims, losses, damages, liabilities, actions, expenses or costs (including legal fees) which it incurs relating to or arising in connection with the Contract including but not limited to any (i) fraud, wilful misconduct or negligence of the Supplier, its parents, subsidiaries, customers, and their respective officers, directors, employees and agents and subcontractors (**Representatives**) in or in connection with the provision of Services and/or Goods provided; (ii) breach of any of the terms of this Contract; (iii) the Supplier's alleged infringement of, or violation of, any third-party intellectual property right; or (iv) bodily injury, sickness, death or damage to property caused by the acts or omissions of the Supplier and its Representatives. Save in respect of liabilities which cannot be excluded or limited by law the Customer is not liable for (i) any loss of profit or revenue, nor (ii) any form of indirect, special or consequential loss. Each Party's liability shall in any event be limited, on a per claim basis, to an amount equal to five times (5x) the fees paid or payable under this Contract except in cases of fraud, wilful misconduct or repeated contractual fault/negligence. This clause 6 shall survive termination of the Contract.

7. INSURANCE

- 7.1 The Supplier shall obtain and maintain in force adequate insurance satisfactory to Customer to cover the Supplier's obligations, including indemnification, under the Contract. The Supplier, upon request, will provide valid certification evidencing such insurance in a form acceptable to Customer. Such insurance will not be cancelled or amended without prior written consent from Customer.

8. CONFIDENTIALITY

- 8.1 A party (**receiving party**) shall keep in strict confidence all non-public information and data relating to the parties and/or their direct or indirect parent companies, subsidiaries and/or associated and/or affiliated companies including without limitation technical or commercial know-how, commercial sensitive data, ideas, marketing plans and studies test results or consumer demographic studies, specifications, inventions, processes or initiatives which are of a confidential nature

and have 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 and 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 clause 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.

8.2 This clause 8 shall survive termination of the Contract.

9. COMPLIANCE WITH RELEVANT LAWS AND POLICIES

9.1 In performing its obligations under the Contract, the Supplier shall and shall procure that its Representatives comply with:

- (a) all applicable laws, statutes, regulations and codes from time to time in force as well as the laws of the countries in which the Goods and deliverables of the Services are created, performed and delivered;
- (b) Customer's Human Rights Policy found at <https://www.innocentdrinks.co.uk/content/dam/innocent/gb/en/files/innocent-human-rights-policy.pdf>. Compliance can be against an alternative policy (i.e. Supplier's human rights policy) as long as the alternative policy meets or exceeds the standards set out in Customer's Human Rights Policy;
- (c) the code of business conduct (the **Code**), available at <http://www.coca-colacompany.com/our-company/suppliers/supplier-code-of-business-conduct>. For clarity, compliance with the Code includes, but is not limited to, complying with the U.K. Bribery Act, as well as all local laws dealing with bribery of government officials; and
- (d) Customer's and Coca-Cola Company's (TCCC) supplier guiding principles (SGP) available at <http://www.coca-colacompany.com/our-company/suppliers/supplier-requirements>.

9.2 TCCC and the Customer routinely utilises independent third parties to assess Supplier and its Representatives compliance with the SGP. Customer reserves the right to terminate the Contract if: (i) the Supplier cannot demonstrate it is upholding the SGP requirements; or (ii) Supplier does not, or Supplier fails to, undertake immediate remedial action (if remedial) in respect of its compliance with the SGP.

9.3 The Supplier will comply with all applicable requirements of all data protection legislation and privacy legislation in force from time to time in Belgium including the General Data Protection Regulation (EU) 2016/679) and/or any successor legislation and/or any other directly applicable European Union regulation relating to data protection and privacy (**DP Legislation**).

9.4 If, as part of the Services, and at any point during the term of the Contract, the Supplier will be processing any personal data (each as defined under the DP Legislation) the Supplier must promptly alert Customer and comply with (and execute upon Customer's request) Customer's standard 'Data Processing and Transfer Agreement', a copy of which will then be provided to the Supplier.

9.5 The Supplier will not, in connection with the supplying of the Goods or Services, or any other business transaction involving Customer, transfer anything of value, directly or indirectly, to any government official, or a family member thereof, in order to obtain any improper benefit or advantage.

9.6 The Supplier further warrants that no money paid to it will be used to pay any bribe, kickback, or facilitation payment. Customer must provide prior approval before the Supplier transfers anything of value to a government entity or official on behalf of the Customer. Upon request, the Supplier will provide prompt certification of its continuing compliance with this provision.

9.7 The Supplier will comply with applicable trade sanctions laws and regulations and will not engage in any business with specially designated nationals, blocked persons, denied parties and/or an embargoed country (**SDNS**) for or on behalf of the Customer, nor will the Supplier source any products or ingredients or services used in the supply of Goods or Services from any SDNS. The Supplier represents and warrants that it is not (and is not owned or controlled by or acting on behalf of) any SDNS.

9.8 The Supplier:

- (a) warrants that it has in place (and will maintain throughout the term of the Contract) policies and procedures appropriate to fulfil its responsibility to take reasonable steps to prevent it and any person acting in the capacity of a person associated with it (**associated person**) from facilitating the evasion of any tax;
- (b) warrants that, to the best of its knowledge (i) it has not been convicted of or investigated for any offence relating to tax evasion (including its facilitation), and (ii) there is no investigation or proceeding ongoing, pending or threatened in this respect, nor is there any circumstance that could reasonably result in any such investigation or proceeding;
- (c) undertakes to notify Customer promptly if it becomes aware of any investigation or proceeding referred to in (b);
- (d) undertakes that it shall not facilitate or attempt to facilitate tax evasion in performing the Contract; and
- (e) shall, upon written request, certify in writing that warranties (a) and (b) continue to be accurate and provide supporting evidence of the continuing accuracy of those warranties, including copies of related policies.

9.9 Customer may immediately terminate the Contract for any breach of this clause 9.

10. TERMINATION

10.1 The Contract may be terminated by Customer at any time: (i) upon written notice to the Supplier without cause on 1 months notice, (ii) in case of material breach of obligations by the Supplier, or (iii) upon the insolvency of the Supplier, or (iv) in the event bankruptcy or insolvency proceedings are instituted by or against the Supplier.

10.2 The Supplier may terminate this Contract without cause at any time on 6 months written notice.

11. GENERAL

11.1 **Independent Contractor.** The Supplier is an independent contractor, solely responsible for its own employees and will not hold itself out as Customer's agent or employee or as otherwise under the control of Customer.

11.2 **Subcontractors.** The Supplier may not subcontract any of its obligations without Customer's written consent. Where a subcontractor is appointed in accordance with the terms of the Contract, the Supplier must ensure each subcontractor to comply, and be responsible for each subcontractor's compliance, with the Supplier's obligations and liabilities in the Contract.

11.3 **Assignment and other dealings.** The Supplier shall not assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights or obligations under the Contract unless agreed in writing with Customer.

11.4 **Entire agreement.** The 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.

11.5 **Variation.** 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 Customer and Supplier.

11.6 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11.7 **Severance.** 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.

11.8 Notices.

(a) Any notice given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by registered mail, registered mail with acknowledgment of receipt, commercial courier or email.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.8(a); if sent by registered mail, registered mail with acknowledgment of receipt on the third Business Day after the date of

posting (a **Business Day** being a day other than a Saturday, Sunday or public holiday in Brussels) if sent by registered mail, registered mail with acknowledgment of receipt the day after presentation at the address referred to in clause 11.8(a); if delivered by commercial 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.

- (c) This clause does not apply to the service of any proceedings or other documents in any legal action, or other method of dispute resolution.
- 11.9 **Force Majeure.** A party will be excused from liability relating to failure to perform under the Contract as a result of events beyond that party's reasonable control including, without limitation, acts of God, epidemic, pandemic, acts or omissions of any government, any rules, regulations or orders issued by any governmental authority, war, rebellion, insurrection, riot, or invasion (**Force Majeure**). In the event of Force Majeure the affected party shall notify the other party in writing as soon as reasonably practicable but no later than 24 hours from the start of the alleged Force Majeure event outlining the following: the event which the affected party reasonably believes to be a Force Majeure event, the affected party's obligations that may not be fulfilled as a result of the alleged Force Majeure event, and the likely or potential duration of the affected party's inability to fulfil their obligations. Each party agrees to use diligent efforts to minimize the effects of the Force Majeure.
- 11.10 **Third party rights.** No one other than a party to the Contract and Fresh Trading Limited as expressly referred to in these terms shall have any right to enforce any of its terms.
- 11.11 **Inconsistency.** Any inconsistency or conflict between the English language version of this Contract and any translation shall be resolved in the sole and exclusive favour of the English language version of this Contract.
- 11.12 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of Belgium. The UN Convention on Contracts for the International Sale of Goods 1980 (the Vienna Convention) as enacted into local law shall not apply.
- 11.13 **Jurisdiction.** Each party irrevocably agrees that the courts of Belgium shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.