

**Terms & Conditions of Purchase
(for the Supply of Food / Non-Food Products Intended for Resale)**

These are the Terms and Conditions on which Sysco Ireland may purchase products from its suppliers. All suppliers are requested to read these Terms and Conditions carefully and, by becoming a supplier to Sysco Ireland of any food or non-food products intended for resale, the Supplier shall be deemed to agree to supply the products in accordance with these Terms and Conditions.

1 DEFINITIONS

In these Terms and Conditions the following definitions apply:

Affiliate	means, in relation to any party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time
Confidential Information	means any information disclosed by Sysco Ireland to the Supplier as a result of an Order or otherwise in the course of its discussions with the Supplier, including but not limited to the existence of any contractual arrangements between the Supplier and Sysco Ireland, the name of any customer(s) to whom Sysco Ireland is reselling the Products, details regarding the specification, ingredients, recipes or pricing of the Products, the business, affairs, customers, clients, suppliers, plans, intentions, market opportunities, operations, processes, systems, designs, trade secrets or software of Sysco Ireland or Sysco, along with any information or analysis derived from Confidential Information and any other information that is marked as confidential or is reasonable to consider is of a confidential nature.
Data Protection Laws	means all applicable data protection laws, including, but not limited to, the Data Protection Act 2018 and Data Protection Act Ireland 2018 and the GDPR (as defined in the Acts), as amended.
GTIN	means a Global Trade Item Number (GTIN), being a unique and internationally recognised identifier for a product (i.e. a product code). The GTIN will appear next to the barcode on the Product's packaging and shall be included in any communications from the Supplier to Sysco Ireland.
Intellectual Property Rights	means any patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
New Line Form	means the document agreed between Sysco Ireland and the Supplier setting out the pricing and any other agreed commercial terms and any specification for the Products (including but not limited to product type, quantity, packing configuration and delivery profile) that is agreed in writing by Sysco Ireland

	and the Supplier (or, in the case of Nominated Products, agreed between the mutual Sysco Ireland customer and the Supplier).
Nominated Products	means any products that are not sourced by Sysco Ireland, but, which at the request of a customer, Sysco Ireland has agreed to source from the Supplier and distribute to the mutual customer of Sysco Ireland and the Supplier.
Order	means an order for Products placed by Sysco Ireland.
Products	means the materials, products, packaging and/or services (as appropriate) which are described in Sysco Ireland's Order or otherwise supplied to Sysco Ireland.
Quality Assurance Standards	means the Quality Assurance standards required of Suppliers relating to the Products and their manufacture, storage and distribution issued by Sysco Ireland from time to time to the Supplier.
Specification	means the specification and ingredients, including full particulars of all allergens, of the Products detailed in the New Line Form and the Quality Assurance Standards or otherwise agreed in writing with Sysco Ireland or approved by Sysco Ireland when listing the Product. For clarity, in the case of Nominated Products the Specification is agreed between the Supplier and the parties' mutual customer.
Supplier	means the person, firm or company to whom an Order is addressed.
Supplier Compliance Manual	means the most up to date version of Sysco Ireland's Supplier Compliance Manual document which is available on request.
Sysco Ireland	means together and individually: Sysco Foods Ireland Unlimited Company (registered in Ireland with company number 188507) including by its trading names including Pallas, Pallas Foods or Pallas Green; Sysco Foods NI Limited (registered in Northern Ireland with company number NI066355); GHS Classic Drinks Limited (registered in Ireland with company number 387013); Pallas Foods Farm Fresh Unlimited Company (registered in Ireland with company number 126277); Crossgar Foodservice Limited (registered in Northern Ireland with company number NI020409); Arnotts (Fruit) Limited (registered in Northern Ireland with company number NI034859); Pallas Foods UK branch (no FC031924 with UK Establishment no BR 016994, trading as Crossgar Pallas); all being a subsidiaries of Sysco Corp ("Sysco")
Sysco Ireland Own Brand Products	means all products supplied to Sysco Ireland (whether as ingredients or finished products) which will be sold by Sysco Ireland under a trademark or name belonging to or associated with Sysco Ireland (or its Affiliates)
Terms and Conditions	means the New Line Form, the Quality Assurance Standards, these terms and conditions, the "Supplier Compliance Manual" document and any technical or other documents referred to in any of the above. For the avoidance of doubt, if there is any conflict between these documents the documents will be interpreted in the above order of precedence.

Vendor Brand Products	all foodstuffs and beverages supplied to Sysco Ireland which will be sold by Sysco Ireland under a trademark or name belonging to the Supplier (or any third party)
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2 BASIS OF SUPPLY

- 2.1 These Terms and Conditions shall be incorporated into an Order. The Supplier's acknowledgement of the Order, commencement of work with regard to the Products, shipment or supply of the Products, whichever occurs first, shall be deemed to be the Supplier's acceptance of the Order. These Terms and Conditions apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Supplier represents that it can supply the relevant Products to Sysco Ireland in accordance with these Terms and Conditions and the Supplier will accept any and all Orders placed by Sysco Ireland for the Products detailed in the New Line Form or for any other Products for which Sysco Ireland has agreed a price with the Supplier.
- 2.3 The Supplier acknowledges that it is not being appointed as an exclusive provider of any of the Products or services and Sysco Ireland may at any time perform any part of the services itself or procure the Products and/or services from a third party. By appointing the Supplier or placing any Order, Sysco Ireland does not commit to purchasing any minimum volume of Products or services from the Supplier. Any volume targets that are referred to by Sysco Ireland and/or the Supplier are intended to be indicative only. Any exceptions to this clause must be agreed in writing by a director of Sysco Ireland.
- 2.4 Subject always to any contractual supply period agreed between Sysco Ireland and the Supplier in the New Line Form, the Supplier must provide Sysco Ireland with a minimum of 12 weeks notice should it wish to cease supply, for whatever reason, of any existing Products to Sysco Ireland. For the avoidance of doubt, if the Supplier wishes to cease supply of any Products during any initial term agreed in the New Line Form, then Sysco Ireland's agreement in writing will be required.

3 PRODUCT & SERVICE WARRANTIES

- 3.1 The Supplier warrants that the Products shall:
- (a) comply and conform with the Specification and any Quality Assurance Standards, together with any other specifications, drawings, samples or other descriptions agreed between the Supplier and Sysco Ireland;
 - (b) comply with all applicable laws, regulations, Irish standard specifications and codes of practice (including general trade or other recognised regulations or specifications) relating to the supply and sale of the Products;
 - (c) be of the agreed quality, free from defects in material or workmanship and not be rendered injurious to health;
 - (d) wrapped, packaged and labelled appropriately so as to prevent damage or deterioration in delivery or storage;
 - (e) be labelled and packaged so as to comply with all prevailing and future legislation likely to come into force during the shelf life of the Products;
 - (f) be fit for the purposes for which they have been purchased by Sysco Ireland (and, where applicable, are likely to be purchased or used by a Sysco Ireland customer);

- (g) not infringe the Intellectual Property Rights of any third party;
 - (h) be free from any third party lien, claim, title or interest;
 - (i) be free from any genetically modified material (or material derived from crops that have been genetically modified, including additives and flavourings) except (in the case of Vendor Brand Products) where otherwise agreed in writing between Sysco Ireland and the Supplier; and
 - (j) not have been subjected to any irradiation treatment (including any ingredients/raw materials used in the Products).
- 3.2 The Supplier shall ensure that it (including its subcontractors and its supply chain) will at all times: (i) comply with all applicable laws, statutes, regulations and industry codes from time to time in force (including, but not limited to, the Criminal Law (Human Trafficking) Acts 2008 and 2013, the Modern Slavery Act 2015, the Data Protection Laws, and the Criminal Law (Corruption Offences) Act 2018 and Bribery Act 2010); (ii) establish and maintain appropriate business standards, procedures and controls to ensure compliance with all applicable legislation, environmental regulations, labour laws, and best practice in the Supplier's industry; (iii) comply with Sysco Ireland's business policies and codes, including Sysco's Supplier Code of Conduct, as may be amended from time to time. The Supplier warrants that it has carried out such checks as a leading, prudent supplier could reasonably be expected to carry out to comply with all the aforementioned legislation and regulations and that it is in all the circumstances reasonable for Sysco Ireland to rely on those checks.

4 PRODUCT INFORMATION & PACKAGING

- 4.1 The Supplier shall provide Sysco Ireland with any data relating to the Products which Sysco Ireland reasonably requires, including product ingredients, nutritional information and data relating to allergens to enable formulation of a comprehensive Specification for the Products and otherwise to satisfy Sysco Ireland that appropriate legislative or regulatory requirements are complied with, such information to be provided as reasonably required by Sysco Ireland from time to time. The Supplier warrants and undertakes that all product information, including full particulars of all allergens, is and shall be kept full, accurate and complete in all respects.
- 4.2 In the case of Sysco Ireland Own Brand Products:
- (a) no changes shall be made to the agreed Specification of Sysco Ireland Own Brand Products without the prior agreement of Sysco Ireland's Quality Assurance Department and Category Manager; and
 - (b) if required by Sysco Ireland, the Supplier shall obtain and maintain membership with SEDEX (<https://www.sedex.com/>).
- 4.3 In the case of Vendor Brand Products:
- (a) the Supplier shall provide Sysco Ireland with reasonable advance notice (and, in any event a minimum of 8 weeks' notice) of any changes to the Specification. Notice to be provided in writing to the Sysco Ireland Category Manager and the Quality Assurance Department and include: (i) details of the changes being made to the Specification; (ii) the date upon which the changes will take effect; and (iii) details of any new product codes or product identifiers.

- (b) the Supplier shall ensure that the Specification held by Sysco Ireland is accurate and always kept up to date. Where the Specification changes, the Supplier shall immediately inform Sysco Ireland to ensure it accurately reflects the Products being delivered to Sysco Ireland at any point in time.
- 4.4 If, the Supplier makes any material changes to the Specification (including but not limited to the addition or removal of allergens) the Supplier shall assign a new unique product identifier or GTIN to the changed Product.
- 4.5 Sysco Ireland shall not be responsible for verifying the ingredients (including allergens) contained in any of the Products and the Supplier shall be responsible for any labelling errors made by it or its suppliers. The Supplier shall remain responsible for any failure by it to supply any such Products with correct product information and labelling.
- 4.6 The labelling and packaging of Products shall comply with all applicable legislation (and any future legislation likely to come into force during the shelf life of the Products) and with the requirements laid down by Sysco Ireland's Quality Assurance Department. Sysco Ireland reserves the right to reject any Products that in its discretion do not comply with such legislation and requirements.
- 4.7 In the event that in anticipation of Orders the Supplier has produced Products or packaging which bear Sysco Ireland's labelling or any other reference to Sysco Ireland, its products or services which Sysco Ireland notifies the Supplier in writing are in excess of its requirements, the Supplier may dispose of such Products or packaging to third parties but only after it has removed Sysco Ireland's labelling and any other reference to Sysco Ireland, its products or services from such Products or packaging.

5 E-COMMERCE

- 5.1 All Products (including packaging) are required to carry a barcode and GTIN. The Supplier will quote the relevant GTIN and Sysco Ireland product code in any communication with Sysco Ireland. The Supplier acknowledges that the Supplier's internal product codes will not be recognised by Sysco Ireland.
- 5.2 It is Sysco Ireland's intention to continue to develop its e-commerce systems and programmes and the Supplier shall ensure that its systems are fully compatible with Sysco Ireland's systems from time to time.
- 5.3 The Supplier may register and subscribe to Sysco Ireland's Vendor Account Management Platform to enable it to receive purchase orders, sales history, delivered service performance information and inventory visibility and agrees to execute any further terms and conditions relating to such Platform required by Sysco Ireland. It is the responsibility of the Supplier to ensure its account details for the Vendor Account Management Platform remain up to date and accurate and that the assigned user(s) has authority to act on the Supplier's behalf. Access to the Platform is subject to Sysco Ireland's website terms of use and acceptable use policy. Sysco Ireland reserves the right to refuse the service, terminate accounts or remove or edit content or functionality at any time.
- 5.4 The Supplier shall be fully liable for any and all subscription monies (and associated charges) payable in connection with the requirements of this Clause (including, without limitation, any Vendor Account Management Platform subscription charges).

6 SUPPLIER PREMISES

- 6.1 The Supplier's premises, equipment, machinery and other apparatus used in connection with the manufacture, storage and supply of Products will comply with the appropriate standards of cleanliness and hygiene.
- 6.2 All manufacturing premises of the Supplier supplying Sysco Ireland with foodstuffs should have such certification against a GFSI standard as is required from time to time by Sysco Ireland (which may include, without limitation BRC, IFS, FSSCO 2200).
- 6.3 Sysco Ireland reserves the right for its employees or representatives to visit the Supplier's premises to verify at source that the Products conform with the Terms and Conditions. The Supplier shall provide Sysco Ireland with all facilities reasonably required for inspection and testing. Such inspection and testing shall not absolve the Supplier from liability or responsibility under the Terms and Conditions nor imply acceptance of any of the Products.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Supplier shall indemnify Sysco Ireland from and against any and all liability, actions, proceedings, claims, costs, expenses, losses or damage incurred by Sysco Ireland in relation to any actual or alleged infringement of any Intellectual Property Rights arising out of the sale or use of the Products provided always that the Supplier shall not be required to indemnify Sysco Ireland against such infringements where the Products are supplied to the particular design or specification of Sysco Ireland .
- 7.2 The use by the Supplier of any material in which the Intellectual Property Rights are vested in Sysco Ireland shall be limited solely to performance of the Order in accordance with Sysco Ireland's instructions.
- 7.3 Labels, packaging and any other materials bearing or subject to Sysco Ireland's name, trademark or other Intellectual Property shall, upon termination or cancellation of an Order, be at Sysco Ireland's option either delivered up to Sysco Ireland carriage paid or destroyed.
- 7.4 All data, specifications, recipes or other materials supplied by or paid for by Sysco Ireland in connection with the supply of the Products (including the Intellectual Property Rights therein) shall be and remain the property of Sysco Ireland. The Supplier hereby waives any lien or other rights that it might otherwise have on or in respect of any of Sysco Ireland's property.
- 7.5 Where Sysco Ireland commissions the Supplier under or in connection with the Order to create any work, design, concept, data, invention, recipe, new product or improvement, ownership of such deliverables including all Intellectual Property Rights therein shall vest in Sysco Ireland upon their creation and any right, title or interest which may be vested in the Supplier is hereby assigned to Sysco Ireland with full title guarantee, with the intent that all such Intellectual Property Rights created shall be the sole and absolute property of Sysco Ireland .
- 7.6 The Supplier shall on request give to Sysco Ireland the originals and copies of all deliverables of whatsoever nature in its possession or under its control belonging to Sysco Ireland pursuant to Clauses 7.4 and 7.5.

8 CONFIDENTIALITY

- 8.1 The Supplier undertakes that it shall not at any time disclose any Confidential Information to any third party whatsoever, provided that the Supplier may disclose the Confidential Information (i) to its employees who need to know such information for the purposes of carrying out its obligations to Sysco Ireland , provided that such employees are made fully

aware of the confidential nature of the information and the Supplier remains at all times responsible for its employees' compliance with this Clause 8; and (ii) as may be required by law, court order or any government or regulatory authority.

- 8.2 The Supplier will not directly or indirectly disclose it or use the Confidential Information for any purpose, other than to fulfil its obligations to Sysco Ireland under the Order. For the avoidance of doubt, the Supplier shall not otherwise make use of the confidential information for its own commercial benefit, for example by approaching, soliciting the business of or entering into a supply agreement (whether directly or indirectly) with any customer of Sysco Ireland whose details have been disclosed pursuant to the Order.
- 8.3 For the term set out in the New Line Form or otherwise agreed between the Supplier and Sysco Ireland, and for six months thereafter, the Supplier shall not knowingly enter into any contract with a customer of Sysco Ireland for the supply of the same or similar Products direct to that customer unless otherwise agreed in writing with Sysco Ireland. For the avoidance of doubt, this restriction shall not apply to suppliers of Nominated Products.
- 8.4 The Supplier shall immediately return to Sysco Ireland or destroy any Confidential Information on the request of Sysco Ireland.
- 8.5 The Supplier shall not use the name of Sysco Ireland or a customer of Sysco Ireland for advertisement or publicity of any type, whether written or oral, without the prior written consent of Sysco Ireland.
- 8.6 The Supplier agrees that, in order to protect the confidential information of Sysco Ireland, it will not without Sysco Ireland's prior written consent, employ any senior member of Sysco Ireland's personnel for six months from the date on which they leave Sysco Ireland's employment.

9 PRICING

- 9.1 The Product price shall be as agreed in the New Line Form and shall not be subject to any increase or additional levy unless agreed in writing by Sysco Ireland or, in the case of Nominated Products, as set out in Clause 12.1. Subject always to any fixed Product pricing agreed in the New Line Form or any amendment thereto, any price increase proposed by the Supplier must be agreed by Sysco Ireland 8 weeks in advance of the application of such increases and the Supplier must provide satisfactory justification in support of such increases. Where applicable, any increases sought should be timed to coincide with the issue by Sysco Ireland of its own customer price lists. For the avoidance of doubt, where there has been any amendment to the price, the amount payable shall be as agreed at the date of Order for the Products, not the date of delivery.
- 9.2 The Supplier will use its best endeavours not to sell or offer to sell the Products to a comparable customer (meaning a customer that purchases the Products in substantially similar volumes as Sysco Ireland) for less than the price agreed with Sysco Ireland.
- 9.3 For the avoidance of doubt, the price agreed between Sysco Ireland and the Supplier shall include all associated costs, including the cost of packaging, insurance, carriage of the Products, import taxes and any other trade duties or tariffs, unless otherwise agreed in writing between Sysco Ireland and the Supplier.

10 INVOICING & PAYMENT

- 10.1 All invoices must be validated against delivery notes. Sysco Ireland shall be under no obligation to accept or pay for any Products supplied other than in accordance with the Order and the Terms and Conditions. Invoices may not be issued prior to the date of delivery of the Products. All invoices must quote Sysco Ireland's purchase Order number and the relevant Sysco Ireland product code(s) and be sent to Sysco Ireland at an address specified by Sysco Ireland. A signed delivery note will be made available on request.
- 10.2 In the event of a disputed invoice, Sysco Ireland may withhold payment of the full amount of the invoice pending agreement of the amount outstanding. Alternatively, Sysco Ireland may raise and forward to the Supplier a detailed debit note for the difference and deduct such amount from the invoice. Sysco Ireland may, at its discretion, charge an additional €25 administration fee.
- 10.3 If a signed delivery note does not accompany the Supplier's invoice and the quantity of Goods to which the invoice relates is greater than the quantity of Goods recorded in Sysco Ireland's copy of the delivery note, Sysco Ireland will raise and forward to the Supplier a detailed debit note for the value of the undelivered quantity of Goods and deduct such amount from the invoice. Sysco Ireland may, at its discretion, charge an additional €25 administration fee.
- 10.4 Unless otherwise previously agreed in writing, payment will be made by EFT. Sysco Ireland shall pay for the Products monthly, at end of next month following the date of the invoice, unless otherwise agreed or stated otherwise in the New Line Form of the individual Supplier.
- 10.5 Sysco Ireland may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to Sysco Ireland against any liability of Sysco Ireland to the Supplier.
- 10.6 Where an overrider or other financial agreement in the New Line Form requires additional information to be submitted by the Supplier to Sysco Ireland, in order to calculate and verify the amount due from the Supplier, the Supplier shall submit the relevant information in the required format by the agreed date.
- 10.7 If the Supplier does not supply an invoice for Products delivered within 6 months of the date of delivery Sysco Ireland shall not be obliged to make payment for the Products.
- 10.8 The Supplier shall ensure that Sysco Ireland is correctly notified at all times of the correct amount of VAT for each Product. The Supplier shall be liable for all costs incurred by Sysco Ireland as a result of the Supplier failing to notify Sysco Ireland of the correct VAT status or changes thereof.

11 DELIVERY

- 11.1 Unless otherwise agreed the Supplier shall deliver the Products to such destination as Sysco Ireland may direct. Each delivery shall be accompanied by a delivery note clearly marked with Sysco Ireland's Order number, the description and number of units of the Goods, the unit size and, if appropriate, the best before date of all Products, as well as such other relevant information or paperwork required by the Terms and Conditions or by any applicable legislation or regulations, or as otherwise requested by Sysco Ireland.
- 11.2 The Supplier will deliver the Products to Sysco Ireland on a "DDP" (Delivered Duty Paid) basis unless otherwise agreed in writing.
- 11.3 Time is of the essence for an Order. If the Products are not delivered at the date and time specified in the Order, the Terms and Conditions or otherwise agreed between Sysco Ireland and the Supplier, Sysco Ireland may, without liability and without prejudice to any other rights

or remedies it may have: (a) terminate the Order by notice to the Supplier effective upon receipt in respect of Products not yet shipped or services not yet rendered; (b) buy substitute Products elsewhere and recover from the Supplier any additional expenditure reasonably incurred; and (c) where an out of stock situation is created for Sysco Ireland due to the Supplier's failure to deliver the agreed quantity at the agreed time Sysco Ireland may seek appropriate recompense from the Supplier which may be based on the value of each lost sale to Sysco Ireland's current list selling price. If the failure to deliver is to a manufacturing site Sysco Ireland may also recover from the Supplier costs in relation to lost production time, wastage of other raw materials and/or any other costs due to this failure.

- 11.4 The Products will be delivered to the destination directed by Sysco Ireland at the risk of the Supplier, who will maintain adequate insurance. Title and risk shall pass from the Supplier to Sysco Ireland at the point where the Products have been unloaded, checked and accepted on Sysco Ireland's behalf at the designated delivery point.

12 NOMINATED PRODUCTS

- 12.1 The price and Specification of any Nominated Products will be agreed directly between the Supplier and the parties' mutual customer. Any variation to the price of a Nominated Product, or any instruction to delist a Nominated Product, will only be accepted and actioned by Sysco Ireland on written instruction from the Sysco Ireland's customer, subject to a minimum 14 days' written notice.
- 12.2 In the event that Sysco Ireland is required to participate in any rebate process in connection with any special pricing arrangement agreed between the Supplier and the parties' mutual customer, it may charge the Supplier an appropriate administration fee to cover its costs of doing so.
- 12.3 Where the Sysco Ireland customer has made only part payment of total amounts invoiced by Sysco Ireland, monies received will be allocated first to the payment of Sysco Ireland wholesale debt and then to Nominated Product stock ordered on the customer's behalf.

13 REJECTION

- 13.1 Without prejudice to any other rights it may have, if any of the Products or packaging is found to be defective or, in Sysco Ireland's reasonable judgment, to not comply with the Order or the Terms and Conditions (including without limitation the warranties at Clause 3), Sysco Ireland shall be entitled to reject those Products or any part of them irrespective of whether Sysco Ireland had initially accepted them. The whole of any consignment may be rejected if a reasonable sample of the Products taken randomly from that consignment is found in Sysco Ireland's reasonable judgment not to conform in every material respect with the aforementioned requirements.
- 13.2 Sysco Ireland will be entitled to return rejected Products to the Supplier (and the Supplier shall bear all risks and expenses related to the return of rejected Products including without limitation freight, duties and insurance) or Sysco Ireland may elect to store such Products at the Supplier's risk subject to a storage charge payable by the Supplier for the period until collection by the Supplier or destruction by Sysco Ireland (and the costs of such destruction by Sysco Ireland shall be borne by the Supplier). In any event, Sysco Ireland shall be entitled to charge the Supplier for any costs incurred by Sysco Ireland as a result of rejections of Products.

- 13.3 In the event that rejected Products are returned to the Supplier, the Supplier shall ensure that any Sysco Ireland's labelling and any other reference to Sysco Ireland, its products or services is removed from such Products prior to their subsequent disposal to any third party or otherwise.
- 13.4 Any acceptance by Sysco Ireland of Products which are in any way defective or which do not otherwise conform with the Terms and Conditions or any term implied by law shall be without prejudice to any rights or remedies which Sysco Ireland may have against the Supplier.
- 13.5 Except in the case of Nominated Products, where Products are rejected by Sysco Ireland pursuant to this clause, then (at Sysco Ireland's sole discretion) Sysco Ireland may require the Supplier to immediately replace the rejected Products or Sysco Ireland may recover from the Supplier any costs it incurs in obtaining substitute Products from a third party. For the avoidance of doubt, the Terms and Conditions shall apply to any replacement Products supplied.

14 TERMINATION

- 14.1 Without prejudice to any of its other rights or remedies and without incurring any liability, Sysco Ireland may terminate an Order or any part thereof in the event that the Supplier commits a material breach of its obligations contained in the Terms and Conditions or any form of insolvency proceedings are commenced in respect of the Supplier. Upon receipt of a notice of termination from Sysco Ireland, the Supplier shall immediately stop and cause all of its suppliers and sub-contractors to stop all work under the Order or the part which has been terminated.

15 COMPLAINTS

- 15.1 Without prejudice to Clause 17 (Indemnity), where Products are found not to conform to the Terms and Conditions, any costs associated with complaints from customers relating to the Products which are dealt with by Sysco Ireland will be reimbursed by the Supplier in addition to such standard handling charge as Sysco Ireland may impose from time to time and all reasonable reimbursements or compensation to claimants provided to customers by Sysco Ireland. In the case of injury to customers or a serious complaint, the Supplier shall promptly provide Sysco Ireland with all assistance reasonably required by Sysco Ireland until the matter is resolved.

16 RECALLS/CLAIMS

- 16.1 The Supplier shall immediately inform Sysco Ireland of any actual or suspected food safety or quality issue which may affect the Products, whether discovered before or after delivery. Without prejudice to Clause 17 (Indemnity) in the event of a withdrawal of any of the Products due to any food safety or quality issue, or a Product recall required by the Supplier or reasonably determined to be necessary by Sysco Ireland, the Supplier shall be responsible to Sysco Ireland for all costs, losses and expenses incurred by Sysco Ireland including without limitation loss of profit on sales, administration, recall and disposal/return expenses and any other consequential costs which may be incurred.

17 INDEMNITY

- 17.1 The Supplier shall defend, indemnify and hold Sysco Ireland and its Affiliates harmless against any and all demands, damages, claims, liabilities, losses, costs and expenses (including legal expenses) arising out of or resulting from:
- (a) any claim made against Sysco Ireland by a third party for death, personal injury or damage to property arising out of or in connection with defects in Products or with their delivery to Sysco Ireland;
 - (b) the breach, negligent performance or failure or delay in performance of the Terms and Conditions, or wilful misconduct by the Supplier, its employees, agents or subcontractors;
 - (c) any claim made by an employee or other representative of the Supplier for personal injury, death or damage to property arising out of any occurrence on premises operated by Sysco Ireland or its Affiliates, except to the extent caused by the sole negligence of Sysco Ireland or its Affiliates.

18 INSURANCE

- 18.1 The Supplier shall maintain in force with an insurance company of good repute, product liability and public liability insurance in the minimum sum of €6 million euros each, or such other sum as may be agreed, in respect of any one incident and in the event that the Supplier fails to do so Sysco Ireland may effect such insurance and charge the cost of the same together with an administrative charge of 5% to the Supplier.

19 ANTI-CORRUPTION AND BRIBERY

- 19.1 As a matter of corporate policy and as strictly prohibited under Sysco Supplier Global Code of Conduct, Sysco Ireland expressly prohibits payments or offers of bribes and/or facilitation payments in connection with Sysco Ireland's business operations by any supplier or agent engaged to provide products or services to Sysco Ireland.
- 19.2 The Supplier undertakes and agrees that it and its Affiliates will comply with the above policies and with all applicable laws, rules and regulations relating to anti-corruption and anti-money laundering including, without limitation, Criminal Law (Corruption Offences) Act 2018 and the Bribery Act 2010.
- 19.3 The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with an Order does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Clause 19. The Supplier shall be directly liable for any breach by such persons of this Clause 19.
- 19.4 The Supplier shall notify Sysco Ireland promptly upon discovery of any instance where Supplier, its Affiliates or persons associated have failed to comply with any provisions of this Clause 19.

20 ANTI-FACILITATION OF TAX EVASION

- 20.1 The Supplier shall not engage in any activity, practice or conduct which would constitute a tax evasion facilitation offence under section 45(1) or 46(1) of the Criminal Finances Act 2017, or under the Taxes Consolidation Act 1997.
- 20.2 The Supplier shall;

- (a) have and shall maintain in place at all times measures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Supplier) and to ensure compliance with this Clause 20;
- (b) promptly report to Sysco Ireland any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of its obligations under the Terms and Conditions; and
- (c) ensure that any person associated with the Supplier who is performing services in connection with any Order does so in compliance with obligations equivalent to those imposed on the Supplier in this Clause 20. The Supplier shall be directly liable to Sysco Ireland for any breach by such persons of this Clause 20.

21 DATA PROTECTION

21.1 The parties acknowledge that under these Terms and Conditions each party acts as an independent data controller. Neither party will act or is authorised to act as a processor for the other party. In the event of a party becoming a processor for the other, processing shall be subject to Data Protection Laws, and the parties shall promptly put in place written processor terms that comply with the Data Protection Laws.

21.2 For the purposes of these Terms and Conditions each party agrees to:

- a) comply with the Data Protection Laws in the performance of their obligations under these Terms and Conditions;
- b) only transfer personal data cross-border in accordance with Data Protection Laws;
- c) notify the other party of any actual or suspected personal data breach relating to these Terms and Conditions promptly (and in any event, within twenty-four (24) hours) of becoming aware;
- d) notify the other promptly (and in any event within forty-eight (48) hours) of receipt of a data subject rights request;
- e) provide reasonable assistance to the other party to comply with any data subject requests; and
- f) take the appropriate technical and organisational security measures to ensure the security of personal data processing in accordance with Data Protection Laws.

21.3 The expressions "controller", "process", "processor", "processing", "data subject", "personal data" and "personal data breach" have the meanings given to them in the Data Protection Laws.

22 PLASTIC PACKAGING TAX

22.1 The Supplier shall comply with all of its liabilities with regard to the Plastic Packaging Tax under the Finance Act 2021, where relevant.

22.2 With regard to the composition of plastic packaging in Products sold to Sysco Ireland, the Supplier shall provide to Sysco Ireland any information it reasonably requires from time to time and will promptly notify Sysco Ireland of any changes.

22.3 The Supplier shall indemnify the Customer against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Supplier as a result of any breach of this Clause 22 by the Supplier.

23 GENERAL

- 23.1 The Terms and Conditions (and any documents referred to in the Terms and Conditions) constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter.
- 23.2 The Supplier shall not assign or transfer its rights or obligations under the Terms and Conditions, or sub-contract the production or supply of any Products without the prior written consent of Sysco Ireland.
- 23.3 Neither Sysco Ireland's failure to insist on the performance of any of these Terms and Conditions, nor its failure to exercise any right or privilege, nor its waiver of any breach hereunder, shall be deemed to be a waiver of any of these Terms or Conditions.
- 23.4 Sysco Ireland's signature of receipt, inspection, testing, payment for or use of the Products furnished under an Order shall not affect the Supplier's obligations under the warranties contained in these Terms and Conditions which shall survive Sysco Ireland's inspection, testing, acceptance and/or use.
- 23.5 The rights and remedies provided by these Terms and Conditions are cumulative and are not exclusive of any rights or remedies provided by law.
- 23.6 The parties do not intend that these Terms and Conditions will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 23.7 If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms and Conditions.
- 23.8 Sysco Ireland reserves the right to amend these Terms and Conditions from time to time. A copy of the latest version can be found on Sysco Ireland's Vendor Account Management Platform or is available on request from Sysco Ireland.
- 23.9 These Terms and Conditions shall be governed by and construed in accordance with Irish law and the parties submit to the exclusive jurisdiction of the Irish courts over any claim or matter arising under or in connection with these Terms and Conditions.