

## TATE & LYLE CONDITIONS OF PURCHASE

### 1. INTERPRETATION

**T&L Purchase Conditions:** these Tate & Lyle conditions of purchase.

**Contract:** these T&L Purchase Conditions together with the Specification and the Contract and any Purchase Orders accepted or executed by Seller.

**Force Majeure Event:** events, circumstances or causes beyond a party's reasonable control which prevent that party from performing its obligations.

**Goods:** any goods and/or services agreed in the Contract to be purchased by or supplied to Buyer from Seller (including any part or parts of them).

**Buyer:** any member or members of the Tate & Lyle group being the contracting party and/or acting on behalf of other companies of the Tate & Lyle group set out in the Purchase Contract.

**Purchase Order:** Buyer's standard order form for the purchase of the Goods.

**Seller:** the person who accepts and/or executes the Purchase Order and any of its associated companies or a company under its common control.

**Specification:** the specification for the Goods provided by Buyer to Seller or by Seller to Buyer as agreed in writing between the parties.

### 2. APPLICATION OF TERMS

**2.1.** These T&L Purchase Conditions shall govern the Contract to the exclusion of all other terms or conditions of Seller or any variation by Seller unless agreed in writing by Buyer.

**2.2.** A Purchase Order is an offer by Buyer to purchase Goods subject to these T&L Purchase Conditions. Purchase Orders shall be deemed accepted by Seller's notice of acceptance, or by Seller fulfilling the Purchase Order in whole or in part.

### 3. VARIATIONS TO THE GOODS

**3.1.** Subject to clause 3.2., Buyer may at any time by written notice make changes to the quantity, design or Specification, method of packing or delivery, the place or date of delivery or the performance of the Contract.

**3.2.** If any change proposed under Clause 3.1 changes the cost of or time required for the performance of the Contract, the price shall be ratably adjusted, and a reasonable adjustment shall be made to the time of delivery or date for performance provided that no increase in the price or extension of time shall be made unless agreed in writing by Buyer.

**3.3.** The Seller shall promptly give Buyer written notice of actual or intended material changes in its raw materials or manufacturing methods since Buyer last purchased like Goods, including changes to ingredients in the Goods.

### 4. QUALITY AND DEFECTS

**4.1.** Seller warrants that the Goods shall be of the best available design, quality, material and workmanship, be without fault and conform in all respects with the Purchase Order and the Specification and fit for the purpose as intended by Buyer. Where the Goods to be supplied include services, such services shall be performed with all reasonable skill and care and in accordance with industry best practice. Buyer's rights under these conditions are in addition to the statutory conditions and to any warranties of additional scope given to Buyer by Seller.

**4.2.** Seller shall apply all necessary measures to guarantee the full traceability of the Goods and any ingredients or parts thereof.

**4.3.** Seller consents to Buyer's audit and review of Seller's records, books, and documents, upon reasonable advance notice and during normal business hours, for the purpose of evaluating compliance with the Contract. If a breach or non-compliance issue is observed, (i) Seller shall remedy the same promptly; (ii) Buyer may suspend its performance hereunder until remedied; and (iii) Seller shall bear the costs of such audit.

### 5. INDEMNITY

**5.1.** For a period of 24 months from the date of delivery or from the completion of performance of the Contract, Seller shall keep Buyer indemnified in full against all loss, damages, injury, costs and expenses (including reasonable legal and other professional fees and expenses) awarded against or incurred or paid by Buyer as a result of or in connection with breach of Seller's obligations under the Contract.

**5.2.** Any replacement Goods supplied by Seller under clause 6.1(c) below will be subject to the indemnity in clause 5.1 above.

**5.3.** For the avoidance of doubt, Seller shall indemnify Buyer for latent defects from the date of delivery until the date of discovery.

**5.4.** The Seller will be directly liable and hold the Buyer harmless for any and all actions and/or omissions of its agents and subcontractors who supply or provide services to the Seller in connection with its obligations under the Contract.

### 6. REMEDIES

**6.1.** Without prejudice to any other right or remedy which Buyer may have, if any Goods are not supplied in accordance with, or Seller fails to comply with any of the terms of this Contract, Buyer shall be entitled to any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by the Buyer:

- (a) to rescind the Purchase Order in whole or in part;
- (b) to reject the Goods (in whole or in part) and return them to Seller at the risk and cost of Seller on the basis that Seller shall pay a full refund for them;
- (c) to give Seller the opportunity at Seller's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- (d) to refuse to accept any further deliveries of the Goods;
- (e) to carry out at the Seller's expense any work necessary to make the Goods comply with the Contract;
- (f) recover from Seller any expenditure reasonably incurred by the Buyer in obtaining any substitute goods or services from another supplier; and
- (g) to claim any damages sustained.

### 7. INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY

**7.1.** Seller warrants that the Goods delivered under this Contract, and the sale and the use of the Goods in their normal or intended manner, shall not infringe, or contribute to infringe, any patent or copyright and shall not violate the trade secret rights of another.

**7.2.** Seller shall defend, indemnify and hold harmless Buyer, its successors, assigns and customers, and users of Buyer's products, from and against all claims, suits, losses and damages, including reasonable attorneys' fees and costs and expenses awarded, based upon a claim of infringement, or contributory infringement of any patent or copyright, or violation of another's trade secret rights, by reason of the use or sale of the Goods.

### 8. INSURANCE

**8.1.** Seller shall maintain a comprehensive liability insurance policy, including but not limited to third party and contractual liability coverage (bodily injury and property damage) and product liability coverage, naming Buyer as an additional insured and shall upon request provide Buyer with a certificate of insurance. Seller shall maintain the coverage for a minimum amount of \$2 (two) million for any one occurrence.

### 9. DELIVERY

**9.1.** Shipping and delivery arrangements shall be as defined by the INCOTERM in the Purchase Order. Unless otherwise stipulated in the Purchase Orders, deliveries shall only be accepted by Buyer in normal business hours. Unloading shall only take place under the direction and in the presence of Buyer. Where the Goods include services, the delivery shall be defined as at the date the Services were performed or the date that Buyer received the output of the Services.

**9.2.** Seller shall ensure that each delivery is accompanied by a delivery note which shows the order number, date of order, number of packages and contents and, in the case of part delivery,

the outstanding balance remaining to be delivered, as well as any other requirements set out in the Purchase Order.

**9.3.** Time for delivery shall be of the essence. If the Goods are not delivered on the due date then, without prejudice to any other rights it may have, Buyer may exercise the remedies set out in Clause 6.

**9.4.** Where Buyer agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless, failure by Seller to deliver any one instalment shall entitle Buyer at its option to treat the whole Contract as repudiated.

**9.5.** If the Goods are delivered to Buyer in excess of the quantities ordered, Buyer shall not be bound to pay for the excess and any excess shall be at Seller's risk and returnable at Seller's expense.

**9.6.** Buyer shall not be deemed to have accepted the Goods until it has had 7 days following delivery to inspect them. In addition to any other remedy available, Buyer shall have the right to ask for return and replacement of any defective Goods after inspection or within a reasonable time after it becomes aware of a latent defect.

## **10. TITLE AND RISK**

**10.1.** All Goods supplied by Seller shall become the property of T&L upon payment or upon delivery, whichever occurs earlier. Seller shall be responsible for and shall bear risk of loss of or damage to the Goods until delivery.

## **11. PACKING INSTRUCTIONS**

**11.1.** The Goods shall be properly prepared, labelled, packed, and tagged in accordance with instructions contained in the Purchase Order and/or the Specification, secured and protected by Seller to ensure that they reach the delivery point in good condition.

**11.2.** Where this Contract involves multiple shipments and/or different destinations, Seller shall not make any shipment until released in accordance with separate Purchase Orders or releases issued by Buyer.

**11.3.** Where returnable containers are used in the shipment, the containers shall be returned to Seller at Seller's expense.

## **12. COMPLIANCE WITH LAWS & REGULATIONS**

**12.1.** The Goods supplied shall comply in all respects with the relevant requirements of applicable statutes and any orders or regulations made thereunder, including the necessary permits and licenses including the territories that the Goods are made in and supplied to, as well as set out in the Specification.

**12.2.** The Seller will (a) comply with applicable anti-bribery and anti-corruption laws; (b) not engage in any activity which would be an offense under anti-bribery and anti-corruption laws; and (c) promptly report to Buyer any request for undue financial or other advantage received connected with the Contract. The Seller will comply with applicable anti-slavery and human trafficking laws and will (a) not engage in any activity which would be a tax evasion facilitation offense; (b) maintain policies and procedures to prevent the facilitation of tax evasion by another person; and (c) report to the Buyer any request received to facilitate the evasion of tax connected with the Contract.

**12.3** The Seller will comply with all laws and regulations where it does business related to the Contract, including but not limited to those regarding child labor, forced labor, collective bargaining, environmental responsibility and sustainability, as well as with standards, expectations, and commitments as stated in T&L's Supplier Code of Conduct, a copy of which is available at [supplier-code-conduct-update-april-2023.pdf](#) ([tateandlyle.com](#)), and further that it will remain in compliance therewith until the Contract is completed and will require comparable compliance of its suppliers.

**12.4** Neither the Seller, nor any of its directors, officers, employees, agents, affiliates or representatives, is a person ("Person") that is, or is owned or controlled by a Person that is: (i) the subject of any sanctions administered or enforced by U.S. Department of Treasury's Office of Foreign Assets Control, United Nations Security Council, European Union, HM's Treasury, or other relevant sanctions authority ("Sanctions"), nor (ii) located, organized or resident in a country or territory that is the subject of Sanctions. The Seller will not supply Buyer with any Goods, directly or indirectly, from (i) any country or territory that is the

subject of Sanctions; or (ii) any Person that is, or is owned or controlled by, a Sanctions target.

## **13. PRICE**

**13.1.** The price of the Goods shall be stated in the Purchase Order and unless otherwise agreed in writing by Buyer shall be exclusive of any taxes, which are required by law to be collected and remitted by Seller and shall be inclusive of all other charges.

**13.2.** No variation in the price or extra charges shall be accepted by Buyer.

**13.3.** Seller shall invoice Buyer upon dispatch of the Goods to Buyer. The invoice shall include Buyer's Purchase Order number.

## **14. PAYMENT**

**14.1.** Buyer shall pay the price of the Goods as set out in the Purchase Order following the receipt of a valid and undisputed invoice. The Seller will provide and invoice upon delivery of the Goods (and where the Goods involve services, upon completion of the services).

**14.2.** Without prejudice to any other right or remedy, Buyer reserves the right to set-off any amount owing at any time from Seller to Buyer against any amount payable by Buyer to Seller under the Contract.

## **15. BUYER'S PROPERTY**

**15.1.** Materials, equipment, tools, dies, molds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by Buyer to Seller or used by Seller specifically in the manufacture or delivery of the Goods shall always be and remain the exclusive property of Buyer ("Buyer Property"). Seller shall hold Buyer Property safely at its own risk and maintained and kept in good condition by Seller until returned to Buyer and shall not be disposed of other than in accordance with Buyer's written instructions, nor shall such items be used otherwise than as authorized by Buyer in writing.

**15.2.** Any invention, discovery or technical process, or application made, conceived or applied by Seller or its employees, agents, subcontractors, whether solely or jointly with others, in the performance of the Contract, shall be disclosed and documented to Buyer, and shall be the sole and exclusive property of Buyer.

## **16. SPARE PARTS AND DISCONTINUANCE OF MANUFACTURE OF GOODS**

**16.1.** Seller undertakes that unless and until it gives notice in accordance with this Clause 16.1 it shall make Goods of the same type as those described in the Purchase Order and spare parts for the repair or part replacement of such Goods throughout the period of the normal duration of life of the Goods in accordance with Buyer's requirements and at a fair and reasonable price. If Seller proposes to cease to be a supplier of the Goods or spare parts for the Goods it shall give Buyer not less than 180 days written notice before so ceasing, and it shall make available to Buyer on a "one time buy" basis such quantities of Goods and spare parts as Buyer reasonably requires at a fair and reasonable price.

## **17. CONFIDENTIALITY**

**17.1.** Seller shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to Seller by Buyer or its agents and any other confidential information concerning Buyer's business or its products which Seller may obtain and Seller shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging Seller's obligations to Buyer and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind Seller.

## **18. SUSPENSION**

**18.1.** Buyer may suspend the Contract in whole or in part at any time, in which case Buyer shall extend the time for performance of the Contract by a reasonable period and shall pay Seller any amounts due and payable at the date of the suspension and shall reimburse Seller for reasonable direct costs incurred by Buyer.

## **19. ENVIRONMENT, SOCIAL AND GOVERNANCE (ESG)**

**19.1.** The Seller will track its greenhouse gas emissions, water consumption and set a reduction target.

**19.2.** The Seller will provide the Buyer a calculation of its own greenhouse gas emissions including the emissions of its supply chain upon request to support the Buyer's public commitment, targets, and supply chain transparency requirements.

**19.3.** The Seller accepts that it may be subject to ESG related third party audits through the Buyer's supplier audit program.

## **20. TERMINATION**

**20.1.** Buyer shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving Seller written notice, all work on the Contract shall be discontinued and Buyer shall pay to Seller fair and reasonable compensation (except where termination is for a material breach) for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

**20.2.** Buyer may terminate the Contract with immediate effect by written notice if Seller commits a material breach of the Contract and, if capable of remedy, fails to remedy within 10 business days of being notified in writing.

**20.3.** Buyer may terminate the Contract with immediate effect by written notice if Seller enters into administration, liquidation, arrangement with its creditors (except for a solvent restructuring), has a receiver appointed, or ceases to carry on business (or any analogous procedure in the relevant jurisdiction).

**20.4.** Notwithstanding termination, clauses 5, 7, 15, and 17 remain in full force and effect.

## **21. GENERAL**

**21.1.** This Contract shall not be transferred, assigned or sub-contracted by Seller, in whole or in part, except with the prior written consent of Buyer.

**21.2.** Neither party will be liable to the other for any breach of the Contract caused by a Force Majeure Event. If the Force Majeure Event continues for 60 days, the party not affected may terminate this Contract by giving 10 business days' written notice to the affected party.

**21.3.** If any provision of the Contract is found to be wholly or partly illegal, invalid, void, voidable, or unenforceable it shall, to the extent of such illegality, invalidity, voidness, voidability or unenforceability, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

**21.4.** Failure or delay in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver by either party of any of its rights under the Contract.

**21.5.** The parties to this Contract do not intend that any term of this Contract shall be enforceable by any person that is not a party to it.

**21.6.** This Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.