

INVENTORY BUYING TERMS AND CONDITIONS

1. **Definitions**

In these Terms and Conditions:

- 'Purchaser' means BFS Group Limited a company registered in England and Wales, registered number 239718 whose registered office is at 814 Leigh Road, Slough SL1 4BD or any associated (within the meaning of section 1159 Companies Act 2006) company of BFS Group Limited ordering goods from the Seller
- 'Seller' means the person from whom the Purchaser orders the goods.

2. **Incorporation of Terms**

These Terms and Conditions govern any contract for the supply of goods by the Seller and shall prevail over any terms put forward by the Seller unless the Purchaser expressly agrees to them in writing. No conduct by the Purchaser shall be deemed to constitute acceptance of any terms put forward by the Seller. No addition to or variation of these terms shall be binding on either the Seller or the Purchaser unless agreed in writing signed on behalf of the Seller and the Purchaser.

3. **Seller Obligations**

3.1 The Seller warrants that

- 3.1.1 the goods will comply fully with any agreed specification;
- 3.1.2 product information provided by the Seller shall be accurate and up to date (and the Seller shall notify the Purchaser promptly of any changes to product information)
- 3.1.3 the goods will conform fully with their description;
- 3.1.4 the goods will be of satisfactory quality and will be fit for any purpose stated by the Purchaser or held out by the Seller;
- 3.1.4 the Seller has and will maintain all necessary licences and consents, including (if applicable) those under the Alcohol Wholesaler Registration Scheme

3.2 The Seller shall comply strictly:

- 3.2.1 with all applicable laws and regulations (including without limitation the Bribery Act 2010 and applicable competition laws);
- 3.2.2 the Purchaser's Ethical Trading Policy
- 3.2.3 Quality Assurance, Supply Chain and Commercial Charters and Guides (including, without limitation service level agreements);
- 3.2.4 any other policies and reasonable instructions of the Purchaser

3.3 The Seller shall, and shall procure that its employees, officers, agents, sub-contractors and any other person who performs services within the Seller's supply chain, shall:

- 3.3.1 comply with all applicable laws, statutes, regulations and codes relating to slavery and human trafficking (the "Anti-Slavery Requirements") including the Modern Slavery Act 2015 (or any re-enactment thereof);
- 3.3.2 not take or knowingly permit any action to be taken that would or might cause or lead the Purchaser to be in breach of any Anti-Slavery Requirements (or any other applicable laws and regulations); and

3.3.3 at the Purchaser's request, provide to the Purchaser with any reasonable assistance and information to enable the Purchaser to perform any activity required by any relevant government or agency for the purpose of the Purchaser complying with the Anti-Slavery Requirements

3.4 The Seller represents and warrants to the Purchaser that the Seller does not use nor has attempted to use, trafficked, bonded, child or forced labour and that it has taken appropriate steps to verify that the same applies to each person in the Seller's supply chain.

3.5 The Seller shall keep confidential all information disclosed by the Purchaser which relates to the business systems, procedures, clients or affairs of the Purchaser and treat all such information as confidential unless such information is publicly available, is lawfully obtained from a third party or was already in the Seller's lawful possession (the "Confidential Information"). The Confidential Information shall not, without prior written consent of the Purchaser be divulged to any other person or entity.

3.6 The Seller shall not, without the prior written consent of the Purchaser, use any logo or brand of the Purchaser (whether or not registered as a trademark) (a "Purchaser Brand") in its promotional literature, or website or offer for sale any goods bearing a Purchaser Brand otherwise use any Purchaser Brand for any other purpose, marketing or otherwise.

3.7 The Purchaser's rights under these conditions are in addition to the statutory conditions implied in favour of the Purchaser by the Sale of Goods Act 1979 or otherwise

4. **Prices**

4.1 The applicable price for the goods shall be that as at the date of order placement by the Purchaser and the total price to be paid for the goods supplied shall be the prices agreed in writing by the Purchaser for such goods together with, when applicable, excise and other duties and VAT at the rates ruling at the date of dispatch of the goods. The Seller may vary the price only in accordance with the price variation process agreed in writing by the Purchaser.

4.2 In the absence of such written agreement, the price will comprise of the price shown in the Seller's price list current at the time of acceptance of the order for the goods and, when applicable, excise and other duties and VAT at the rates ruling at the date of dispatch of the goods.

4.3 If excise or other duties on the goods increase between the date of an order and the proposed date of dispatch, then the Purchaser will be entitled to cancel its order without any penalty.

5. **Delivery**

5.1 Delivery of the goods shall be made to the Purchaser's location(s) in accordance with the timetable agreed between the Purchaser and the Seller. The risk in and title to the goods shall pass to the Purchaser upon such delivery taking place.

5.2 In selling and supplying the goods the Seller shall comply with and the goods conform to all applicable statutory provisions.

5.3 The Purchaser shall inspect the goods on delivery and shall within seven days of delivery notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with description or sample. The Seller shall afford the Purchaser an opportunity to inspect the goods within a reasonable time following delivery and before any use is made of them. Without prejudice to any of its rights, the Purchaser may require the Seller to remove at the Seller's costs any defective goods and replace them with goods that comply with this contract.

6. **Payment**

6.1 Subject to receipt of a valid invoice, the Purchaser will pay the Seller's invoices for the goods properly delivered in accordance with

<p>the payment terms agreed in writing by the Purchaser and Seller (and in the absence of such agreement, the Purchaser would pay such invoices at the end of the month following the month in which the invoice is received). If the Purchaser fails to pay the Seller's invoice on its due date then, unless the Purchaser disputes the Seller's invoice in good faith, the Seller may:</p>	9	<u>Indemnity</u>
<ul style="list-style-type: none"> - suspend or cancel deliveries of any goods due to the Purchaser provided the Seller shall have given the Purchaser written notice of at least 14 days to remedy the payment default and the Purchaser fails to do so; and/or - charge interest at the rate of 2% per annum above the base rate of HSBC from the due date until payment. 	9.1	Neither party excludes or limits liability to the other party for death or personal injury caused by its negligence; or fraud or fraudulent misrepresentation.
<p>6.2 The Purchaser may set off any sums outstanding (whether or not invoiced or due) from the Seller (including any associated company of the Seller) against sums due from the Purchaser to the Seller.</p>	9.2	The Seller shall indemnify the Purchaser and hold the Purchaser harmless against all liabilities, damages, costs and charges incurred by the Purchaser to the extent such liabilities, damages, costs, charges and expenses (including any additional operational, administrative costs and/or expenses or wasted expenditure and legal fees) arise out of any breach by the Seller of its obligations.
<p>7. <u>Force Majeure</u></p>	10.	<u>Termination</u>
<p>7.1 If performance of a party's obligations is delayed or hindered by circumstances outside such party's reasonable control amounting to Force Majeure as defined, the following provisions shall apply:</p>	10.1	The Purchaser may terminate any contract with the Seller immediately upon written notice to the Seller if:
<ul style="list-style-type: none"> - the affected party will as soon as reasonably practicable give the other notice of the reasons for the delay or hindrance. 	10.1.1	the Seller becomes subject to a winding up petition or administration order or has a receiver or administrative receiver appointed over the whole or any part of its assets or makes any voluntary arrangement with its creditors or is unable to pay its debts as they fall due (whether under the laws of England and Wales or otherwise), or ceases to or threatens to cease to carry on business, or the Purchaser reasonably apprehends that any of the foregoing shall occur with respect to the Seller
<ul style="list-style-type: none"> - the affected party's duty to perform shall be suspended for as long as the circumstances amounting to Force Majeure continue, and the time for performance of the affected's obligations shall be extended by a period equal to the duration of those circumstances. 	10.1.2	the Seller commits a breach of these Terms and Conditions that is not capable of remedy;
<p>7.2 In this clause: Force Majeure' means any cause or circumstance whatsoever beyond the Seller's reasonable control, including acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, power failure, failure of telecommunication lines, failure of breakdown of plant, machinery or vehicles, default of Sellers or subcontractors provided such is due to force majeure (as defined in this clause), theft, malicious damage, strike, lock out or industrial action of any kind (not affecting the Seller's own workforce),</p>	10.1.3	the Seller breaches any term of these Terms and Conditions and fails to remedy such breach (if capable of remedy) within 7 days of the Purchaser's written notice to do so
<p>7.3 The Seller shall have and maintain a suitable disaster recovery and/or business continuity plan to mitigate the effects of a force majeure event. An event shall not be considered to be outside the Seller's reasonable control to the extent it (or its effects) could have been avoided or mitigated by the Seller having in place and/or complying with its disaster recovery and/or business continuity plan.</p>	10.2	Where goods are manufactured and/or packaged specifically for the Purchaser's Brands and a notice of termination has been given, the Purchaser and Seller will act reasonable to reduce the Seller's stock holding of such packaging/packed goods; but in any event, the Purchaser's obligation shall be to purchase no more than 3 months' worth of packaging and packed stock (based on an average of purchases over the preceding 12 months)
<p>8. <u>Inspection</u></p>	10.3	The termination shall be without prejudice to any other rights and remedies to which the Purchaser may be entitled to hereunder or at law and shall not affect the rights of the Purchaser which may have accrued up to the date of the termination.
<p>8.1 The Purchaser has the right at all times to inspect the Seller's premises, process and systems and to test and/or require the Seller to test the goods at all times or to engage a third party (at the Seller's cost) to carry out such inspection and/or testing;</p>	11.	<u>General</u>
<p>8.2 If the results of such inspection/ testing or any other information cause the Purchaser to be of the opinion that the goods do not conform or are unlikely to conform with the Order or to any specifications and/or any warranty of the Seller set out herein and/or any regulatory requirement and/or are likely to cause damage to the Purchaser's reputation, the Purchaser shall inform the Seller and the Seller shall immediately take such action as is necessary to ensure conformity and in addition the Purchaser shall have the right to require and witness further testing and inspection and, without prejudice to any other right that it might have, the Purchaser may require the Seller to collect (at the Seller's cost) any such goods as have already been supplied.</p>	11.1	In the event that any of these terms or conditions shall be found to be void but would be valid if some part thereof were deleted, restricted or modified then they shall continue to apply as so deleted, restricted or modified as may be necessary to make them valid and effective.
<p>8.3 Notwithstanding any such inspection or testing, the Seller shall remain fully responsible for the goods and any such inspection or testing shall not diminish or otherwise affect the Seller's obligations under the Contract or otherwise affect the Purchaser's rights.</p>	11.2	The Seller may not assign this contract to any other party, without the consent of the Purchaser.
	11.3	Nothing in this contract shall give rise to a partnership or a relationship of principal/agent or employer/employee as between the Purchaser and Seller. The Seller is and will continue to be an independent contractor.
	11.4	Failure by a party to exercise or enforce any right conferred upon it by this contract will not be deemed to be a waiver of such right or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.
	11.5	The contract between the Seller and the purchaser, for the supply of goods by the Seller, is subject to the Laws of England and Wales. The courts of England and Wales shall have non-exclusive jurisdiction to deal with any dispute arising under or in relation to such contract