



## **TERMS AND CONDITIONS FOR THE SUPPLY OF PRODUCE DOLE UK IRRESPECTIVE OF TRADING NAME**

For the purposes of these terms of trade Dole UK means any company operating as, or as a subsidiary of TPH (UK) Limited and specifically includes Redbridge Produce & Flowers Limited and Bristol Fruit Sales (Market) Limited, Dole Limited and Dole UK Limited (the "Customer"). The registered office is at Enterprise Way, Pinchbeck, Spalding, Lincolnshire, PE11 3YR.

Adherence by our suppliers to the terms is essential to ensure that goods supplied to us satisfy legal demands and commercial requirements. Our customers and government agencies inspect goods, premises and practices from time to time. Additionally we are required by law to take all reasonable steps to ensure that products are safe and healthy and have been handled in accordance with the strict standards required.

### **1. BASIS OF CONTRACT**

The Order constitutes an offer by the Customer to purchase the Goods 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; and
- the Supplier doing any act consistent with fulfilling the Order,
- at which point the Contract shall come into existence.

### **2. THE GOODS**

The Supplier shall ensure that the Goods shall:

- correspond with their description and any applicable Specification;
- be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended);
- comply with all applicable statutory and regulatory requirements of the country of origin of the Goods and the country where the Customer is to sell the Goods relating to the production, labelling, packaging, storage, handling and delivery of the Goods;
- be wholesome and food safe and have not been rendered injurious to health or unfit for human consumption;
- comply with all applicable statutory and regulatory food safety requirements including but not limited to the Food Safety Act 1990 and, where applicable, pesticides maximum residue levels requirements as detailed in relevant EU and UK legislation; and
- employ or provide systems to ensure the timely traceability of all fruit back to specific farms, fields, plots, and/or packing facilities.

The Supplier shall provide to the Customer details of all chemical applications applied to the Goods and any other relevant information as the Customer may require. The Supplier warrants to the Customer that all such information will be true and accurate in all respects.

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, including having completed the Customer's supplier approval process where applicable prior to delivery.

### **3. TITLE AND RISK**

Title and risk in the Goods shall pass to the Customer on completion of delivery.

### **4. PRICE AND PAYMENT**

The price of the Goods shall be the price set out in the Order, or, if no price is quoted in the order, the price that is agreed by the Supplier and the Customer after the Customer has sold all of the Goods subject of the Contract to its own customers.

### **5. DATA PROTECTION**

The Supplier and Customer will comply with all applicable requirements of UK GDPR and EU GDPR legislation.

### **6. CONFIDENTIALITY**

Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

### **7. COMPLIANCE WITH RELEVANT LAWS AND POLICIES**

In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force.

### **8. RECORDS**

The Supplier will keep and will ensure that its subcontractors keep complete and accurate records relating to the provision of the Goods as expressly required by these Conditions or otherwise required by law or best industry practice, including but not limited to:

- invoices, VAT receipts and any supporting financial information;
- documents which the Supplier is required to keep by law, including in relation to health and safety matters; and
- certificates, licences, registrations or warranties in each case obtained by the Supplier in relation to the provision of the Goods.
- records to trace the supply chain of all Goods provided to the Customer.
- records to demonstrate compliance Sanction law

### **9. ANTI-BRIBERY AND ANTI-CORRUPTION**

The Supplier shall:

- comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- have and shall maintain in place throughout the term of these Conditions its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements; and

- notify the Customer (in writing) if it becomes aware of any breach of these clauses.

## **10. COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS**

In performing its obligations under the agreement, the Supplier shall:

- comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
- include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out above; and
- notify the Customer as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with these Conditions.

## **11. COMPLIANCE WITH SANCTIONS LAWS**

Both parties undertake to each other, in connection with these Conditions, to adhere to all applicable trade, economic or financial sanctions laws, regulations embargoes or restrictive measures administered enacted or enforced by any sanctions authority from time to time (including for the avoidance of doubt and without limitation the Security Council of the United Nations, the United States of America, the United Kingdom and/or the European Union and its member states).

The Supplier warrants that neither it nor any person or entity that owns, controls or is associated with it is a designated target of any Sanctions Laws by a Sanctions Authority.

## **12. OTHER COMPLIANCE**

The Supplier shall:

- comply with all laws and regulations both in its country and the destination market, and any customer requirements, relating to the use of crop protection products and other chemicals, and will comply with all manufacturer label instructions on such products;
- comply with all occupational health and safety laws and regulations, all published industry standards pertaining to employment and manufacturing, and all labour laws in its own country, and with all international labour treaties to which its country subscribes; and
- comply with all applicable national and local environmental laws and regulations.

## **13. INDEMNIFICATION**

The Supplier shall indemnify Customer and its affiliates against all legal actions or claims for injury, loss or damages arising out of Supplier's breach of this agreement as well as against all legal actions or claims for injury, loss or damages resulting from the Goods supplied to Customer.

## **14. GENERAL**

**Subcontracting** - The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

**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 England and Wales.

**Jurisdiction** - Each party irrevocably agrees that the courts of England and Wales 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.

Signed by: \_\_\_\_\_ . Name (print): \_\_\_\_\_.

Position: \_\_\_\_\_.

For and on behalf of: \_\_\_\_\_.