

EDRINGTON



UK

Terms and Conditions of Purchase

1. DEFINITIONS

In these Terms and Conditions:-

- (a) "Edrington" means Edrington UK Distribution Limited and/or any associated, parent or subsidiary company or companies, and/or any of its trading divisions.
- (b) "the Goods" means those goods and any related services (including any part or parts of them) to be provided by the Supplier to Edrington pursuant to the Order.
- (c) "the Order" means a purchase order and/or goods or services specification in respect of the Goods and/or Services issued by Edrington to the Supplier on Edrington's official purchase order form, together with all other documents referred to therein.
- (d) "the Services" means those services and any related Goods (including any part or parts of them) to be provided by the Supplier to Edrington pursuant to the Order.
- (e) "the Supplier" means the person, firm or company to whom the Order is addressed.
- (f) "the Terms and Conditions" means Edrington's standard terms and conditions of purchase as set out in this document.

2. APPLICATION

The Terms and Conditions alone shall govern and be incorporated in every contract between Edrington and the Supplier for the supply of the Goods and/or Services and shall be in substitution for any oral arrangements made between Edrington and the Supplier and shall prevail over any terms and conditions (whether or not in conflict or inconsistent with the Terms and Conditions) contained in or referred to in any documentation submitted by the Supplier including the Supplier's quotation or acceptance of the Order or correspondence or elsewhere or implied by trade custom or practice or course of dealing and no addition to or variation of or exclusion or attempted exclusion of the Order and or the Terms and Conditions or any of them shall be binding upon Edrington unless specifically agreed to in writing by Edrington.

If, subsequent to any contract which is subject to the Terms and Conditions, a contract of purchase is made with the same Supplier without reference to any conditions of purchase, such contract shall be deemed to be subject to the Terms and Conditions.

If only Goods are provided, then the provisions regarding Services shall not be applicable. If only Services are provided, then the provisions regarding Goods shall not be applicable.

3. ACCEPTANCE AND ACKNOWLEDGEMENT

All the terms of the contract between Edrington and the Supplier are contained in or referred to in the Order and in these Terms and Conditions. The Order must be acknowledged within seven days of the date entered thereon or by such earlier date as may be specified, and must clearly state the official number of the Order.

Acknowledgement implies acceptance of the Terms and Conditions. The execution or acknowledgement of the Order by the Supplier or commencement of work or commencement of delivery pursuant to the Order constitutes acceptance of the Order by the Supplier on the Terms and Conditions.

4. PRICE

The price as stated on the Order shall be firm and fixed, exclusive of VAT, and inclusive of all carriage, delivery, packaging, insurance and similar ancillary costs unless otherwise stated in the Order or agreed in writing by Edrington.

No alteration in the price stated on the Order from any cause whatsoever will be accepted unless specifically agreed in writing by Edrington.

5. INVOICES AND ADVICE NOTES

- (a) Invoices and advice notes must be issued in accordance with instructions contained in the Order.
- (b) A separate invoice and advice note must be issued for each of the Orders placed.
- (c) All invoices, advice notes and correspondence must clearly state the official number of the Order.
- (d) All invoices and advice notes must be addressed to Edrington UK Distribution Limited at 4th Floor, 191 West George Street, Glasgow, G2 2LD.

6. TERMS OF PAYMENT

Payment for the Goods and/or Services shall be made 30 days from invoice date, provided that the Goods and/or Services have been delivered to and accepted by Edrington. Payment shall be in £ Sterling unless otherwise stated in the Order. Time for payment shall not be of the essence of the Order.

Without prejudice to any other right or remedy, Edrington reserves the right to set off any amount owing at any time from the Supplier to Edrington against any amount payable by Edrington to the Supplier under the Order.

7. DELIVERY OF GOODS

Goods to be provided by the Supplier are to be delivered, carriage paid, to the premises specified, in good condition and exactly in accordance with the specifications and quantities stipulated in the Order.

In providing the Goods, the Supplier shall:

- (a) co-operate with Edrington in all matters relating to the Goods, and comply with all instructions of Edrington;
- (b) ensure that the Goods will conform with all descriptions and specifications set out in the Order and that the Goods shall be fit for any purpose that Edrington expressly or impliedly makes known to the Supplier;
- (c) use the best quality goods, materials, standards and techniques, and ensure that the Goods will be free from defects in workmanship, installation and design; and
- (d) observe all health and safety rules and regulations and any other security requirements that apply at any of Edrington's premises to the extent that Goods are being delivered by the Supplier to such premises.

If the Goods are not delivered within the stipulated time and in compliance with the Terms and Conditions, then without incurring any liability whatsoever and without prejudice to any other rights which it may have in respect of such failure, Edrington reserves the right to:

- (a) cancel the Order in whole or in part;

- (b) refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (c) recover from the Supplier any expenditure reasonably incurred by Edrington in obtaining the Goods in substitution from another supplier; and
- (d) claim damages for any additional costs, loss or expenses incurred by Edrington which are in any way attributable to the Supplier's failure to deliver the Goods on the due date.

The date for delivery shall be specified in the Order, or if no such date is specified then delivery shall take place within 28 days of the Order. Time for delivery shall be of the essence.

If the Goods pursuant to the Order are to be delivered by instalments, the contract will be treated as a single contract and not severable. Nevertheless failure by the Supplier to deliver any one instalment shall entitle Edrington at its option to treat the whole Order as repudiated.

If the Goods are delivered to Edrington in excess of the quantities ordered, Edrington shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.

8. PASSING OF PROPERTY AND RISK IN GOODS

The property and risk in the Goods shall remain with the Supplier until they have been delivered to the premises specified in the Order and have been accepted by Edrington. If any of the Goods are owned by Edrington but in the possession of the Supplier, then such Goods shall be at the Supplier's risk and shall be fully insured against all risks of whatsoever nature by and at the expense of the Supplier.

9. FORCE MAJEURE

In the event of Edrington's usual production being interrupted or restricted by lock-out, strike, fire or any other cause whatsoever beyond its control, Edrington will be at liberty to defer the date or dates of delivery, reduce the volume of the Goods ordered or to cancel the Order in part or in whole.

10. QUALITY AND FITNESS OF GOODS

The Goods supplied under the Order, whether the Supplier be the manufacturer or not and whether the Goods be supplied or sold under their patent or other trade name, shall be fit for the particular purpose for which they are required by Edrington, and in all cases the Order is given on the clear understanding that Edrington is relying on the Supplier's skill and judgement in this connection. The Goods shall comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods. The Goods shall correspond with the description by which they are sold and shall be of the best available design, of the best quality, material and workmanship, be without fault and free of defects and be in accordance with any plans, specifications, models or patterns required by Edrington. The purpose for which the Goods are required may be made known to the Supplier either expressly or by implication. If the Supplier is not satisfied as to the particular purpose for which the Goods are required by Edrington it will be their duty to make the necessary enquiries themselves thereon before undertaking the Order.

The Order shall not be assigned or sub-contracted either wholly or in part unless specifically agreed to in writing by Edrington. Edrington may assign the Order or any part of it to any person, firm or company.

At any time prior to delivery of the Goods, Edrington shall have the right upon reasonable notice to inspect and test the Goods and the Supplier will co-operate to facilitate such inspection. Where any test is required to

be made of, or in connection with, the Goods the subject of the Order, notice shall be given to Edrington thereof, and Edrington's approved representative shall be entitled to be present when such test is carried out.

11. REJECTION

Edrington may reject the Goods within a reasonable time after delivery or performance if it appears that the Goods are defective or are otherwise not in accordance with Clause 10 of the Terms and Conditions. At Edrington's option, the Goods held to be defective shall be replaced, reworked or remanufactured free of charge, or the Order shall be cancelled in whole or in part. If the Goods are rejected, the Supplier will uplift and remove the Goods from Edrington's premises at the Supplier's expense.

If Edrington elects to recall any of its products as a result of the Goods being defective, the Supplier must co-operate fully with Edrington to minimise the impact on Edrington's products and reputation. The decision to recall will rest entirely with Edrington. The Supplier will reimburse all costs and losses sustained by Edrington in the course of recalling the products and replacement of defective products.

12. SUPPLY OF SERVICES

Services to be supplied by the Supplier shall be provided in accordance with the Order. The Supplier shall meet any performance dates for the Services specified in the Order or that Edrington notifies to the Supplier.

In providing the Services, the Supplier shall:

- (a) co-operate with Edrington in all matters relating to the Services, and comply with all instructions of Edrington;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Order and these terms and conditions;
- (d) ensure that the Services will conform with all descriptions and specifications set out in the Order or any service specification, and that any deliverables shall be fit for any purpose that Edrington expressly or impliedly makes known to the Supplier;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques, and ensure that the any deliverables, and all goods and materials supplied and used in the Services or transferred to Edrington will be free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- (h) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services; and
- (i) observe all health and safety rules and regulations and any other security requirements that apply at any of Edrington's premises.

If the Services are not performed within the stipulated time and in compliance with the Terms and Conditions, then without incurring any liability whatsoever and without prejudice to any other rights which it may have in respect of such failure, Edrington reserves the right to:

- (a) cancel the Order in whole or in part;
- (b) refuse to accept any subsequent performance of the Services which the Supplier attempts to make;

(c) recover from the Supplier any expenditure reasonably incurred by Edrington in obtaining the Services in substitution from another supplier; and

(d) claim damages for any additional costs, loss or expenses incurred by Edrington which are in any way attributable to the Supplier's failure to perform the Services on the due date.

13. ANTI FACILITATION OF TAX EVASION

13.1 The Supplier shall and shall procure that persons associated with it or other persons who are performing Services in connection with the Terms and Conditions shall:

(a) not engage in any activity, practice or conduct which would constitute either:

(i) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or

(ii) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;

(b) not do, or omit to do, any act that will cause or lead Edrington to commit an offence under section 45(1) or section 46(1) of the Criminal Finances Act 2017;

(c) notify Edrington (in writing) if it becomes aware of any breach of Clause 13.1(a) of the Terms and Conditions or has reason to believe that it or any person associated with it has received a 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; and

(d) if requested, provide Edrington with any reasonable assistance, at Edrington's reasonable cost, to enable Edrington to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with Part 3 of the Criminal Finances Act 2017.

14. ANTI-SLAVERY AND HUMAN TRAFFICKING

14.1 In performing its obligations under the Terms and Conditions, the Supplier shall:

(a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force ("Anti-Slavery Laws") including but not limited to the Modern Slavery Act 2015;

(b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales;

(c) include in contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Clause 14.1;

(d) notify Edrington as soon as it becomes aware of any actual or suspected breach of Clause 14.1(a) or Clause 14.1(b) of the Terms and Conditions;

(e) maintain a complete set of records to trace the supply chain of all Goods and Services provided to Edrington in connection with the Terms and Conditions; and

(f) permit Edrington and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this Clause 14.1.

14.2 The Supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

14.3 Breach of this Clause 14 shall be deemed a breach under Clause 19(a) of the Terms and Conditions.

15. DATA PROTECTION

15.1 Where personal data is shared between the parties in connection with the Terms and Conditions (“Shared Personal Data”) the Supplier shall:

- (a) comply with all obligations imposed under all applicable data protection laws, statutes, codes and guidance in force from time to time (“Data Protection Laws”) including but not limited to the UK GDPR as defined in s3(10) (as supplemented by s205(4)) of the Data Protection Act 2018 (“DPA 2018”), the DPA 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
- (b) ensure that it has all necessary notices and consents or applicable lawful bases in place in respect of processing the Shared Personal Data in connection with the Terms and Conditions;
- (c) only process Shared Personal Data for the purpose of carrying out its obligations under these Terms and Conditions and restrict access to the Shared Personal Data to its staff strictly necessary for the performance of its obligations under these Terms and Conditions;
- (d) maintain and implement appropriate procedural, technical and organisational information security measures to protect the Shared Personal Data that is in its possession against unauthorised or unlawful access, use, disclosure, destruction, loss, or alteration;
- (e) notify Edrington as soon as possible without undue delay (and in any event within twenty-four (24) hours) upon becoming aware of any unauthorised or unlawful use, disclosure or processing of the Shared Personal Data anywhere in the world and provide at its own cost all such assistance and co-operation as Edrington may reasonably request (such assistance may include conducting an investigation into the cause, informing affected individuals and cooperating with regulatory investigations);
- (f) notify Edrington about the receipt of any complaint or communication regarding the Shared Personal Data, including but not limited to, any requests from individuals seeking to exercise their rights relating to their Shared Personal Data and shall provide Edrington with reasonable assistance in complying with any such complaint, communication or request; and
- (g) not transfer any of the Shared Personal Data outside of the UK unless it ensures that (i) the transfer is to a country approved under the applicable Data Protection Laws as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Laws; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Laws by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Laws applies to the transfer.

15.2 Breach of this Clause 15 shall be deemed a breach under Clause 19(a) of the Terms and Conditions.

16. LIABILITY, INDEMNITY AND WARRANTIES

The Supplier shall indemnify Edrington in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss),

loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by Edrington as a result of or in connection with:

- (a) defective workmanship, quality or materials;
- (b) an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods and/or Services; and
- (c) any claim made against Edrington in respect of any liability, loss, damage, injury, cost or expense sustained by Edrington's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods and/or Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Order by the Supplier.

The Supplier warrants that the Goods are free of defects for the full term of their working life or shelf-life reasonably expected of the Goods and that the Goods otherwise comply with Clause 10 of the Terms and Conditions. If defects appear in the Goods during the warranty period the Supplier must replace or repair the Goods and indemnify Edrington against all costs, claims or liabilities incurred as a result of the occurrence of the defects. Without prejudice to the above, Edrington shall have the benefit of any third party manufacturer's guarantees which cover the Goods.

17. INSURANCE

The Supplier has and shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Order and its provision of the Goods and/or Services, and shall, on Edrington's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

18. SITEWORK

If the Supplier is on Edrington's premises or those of Edrington's customers or suppliers for the purposes of the Order, the Supplier must ensure that there is no unnecessary interference with or interruption to other operations on the premises and must always observe any site regulations and all requirements of applicable health and safety legislation. The Supplier will provide all necessary safety equipment and protective clothing for the workmen and must ensure that they use it. The Supplier must strictly observe the provisions of the COSHH Regulations in delivering or bringing any substances controlled by these regulations to Edrington's premises.

19. CANCELLATION

Edrington reserves the right to cancel the Order in whole or in part by written notice to the Supplier if:

- (a) the Supplier is in breach of the Terms and Conditions; or
- (b) the Supplier becomes insolvent or makes any voluntary arrangement with its creditors or the Supplier becomes subject to an administration order or any proceedings for its receivership, liquidation or the like under any jurisdiction; or
- (c) the Supplier ceases or threatens to cease to carry on its business; or
- (d) the financial position of the Supplier deteriorates to such an extent that in the opinion of Edrington the capability of the Supplier adequately to fulfil its obligations under the Order has been placed in jeopardy; or
- (e) if Edrington decides for its convenience at any time, in which case Edrington will reimburse the Supplier's reasonable costs and demand delivery of all the Goods for which costs have been reimbursed.

The termination of the Order, however arising, shall be without prejudice to the rights and duties of Edrington accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

20. REMEDIES

Without prejudice to any other right or remedy which Edrington may have, if any Goods and/or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Order, Edrington shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods and/or Services have been accepted by Edrington:

- (a) to withhold payment due under the Order;
- (b) to rescind the Order;
- (c) to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;
- (d) at Edrington's option to give the Supplier the opportunity at the Supplier'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 Order are fulfilled;
- (e) to refuse to accept any further deliveries of the Goods or any subsequent performance of Services but without any liability to the Supplier;
- (f) to carry out at the Supplier's expense any work necessary to make the Goods comply with the Order; and
- (g) to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Order; and
- (h) to recover from the Supplier any reasonable costs incurred by Edrington in obtaining substitute goods and/or services from a third party

21. CONFIDENTIALITY

The Order will be treated as confidential. All information of any kind concerning Edrington's products, business, processes, customers, specifications, drawings, designs, concepts, tooling or other intellectual property, which is supplied by Edrington to the Supplier for the purposes of the Order or which is created or otherwise acquired under the Order shall be the property of Edrington and treated as confidential. The Supplier shall not disclose confidential information, or its existence, to any third party except the Supplier's employees and sub-contractors to the extent strictly necessary for the performance of the Order and then only under conditions of confidentiality. The Supplier shall use confidential information only for the performance of the Order and shall not use confidential information for or in connection with the production of goods other than for Edrington. All confidential information must be delivered to Edrington on completion of the Order unless otherwise agreed.

This Clause will apply in addition to any obligations contained in a confidentiality undertaking or agreement entered into and signed by Edrington and the Supplier ("Confidentiality Agreement"). In the event of a conflict between the Terms and Conditions and Confidentiality Agreement, the terms of the Confidentiality Agreement will prevail.

22. INTELLECTUAL PROPERTY RIGHTS

22.1 The Supplier, except in the case of Goods made to Edrington's exclusive design:

- (a) guarantees that in the manufacture, use or sale of the Goods and/or the performance of the Services, neither the Supplier nor Edrington shall infringe any British or overseas patent, secret process, trademark, copyright or design (whether registered or unregistered); and
- (b) undertakes to indemnify Edrington and keep Edrington indemnified against all actions, judgements, claims, costs, decrees, orders, demands and expenses resulting from the actual or alleged infringement of any British or overseas patent, secret process, trademark, copyright or design.

22.2 The Supplier acknowledges that all intellectual property rights in materials directly or indirectly provided by or on behalf of Edrington to the Supplier (including, without limitation, designs, brand names, trade marks and brand logos) are and shall remain the property of Edrington or its licensor(s) and, for the avoidance of doubt, the Supplier shall not acquire any interest whatsoever therein.

22.3 All intellectual property rights (including, without limitation, designs and design patents) produced by or on behalf of the Supplier in connection with or relating to an Order shall be the sole and exclusive property of Edrington. The Supplier hereby assigns and agrees to assign to Edrington all such intellectual property rights and shall on request execute any documentation reasonably requested by Edrington to perfect such assignation. To the extent permitted by law, the Supplier confirms and warrants that any non-employee creators of the intellectual property rights have waived any moral rights in such materials and the Supplier shall provide a copy of such waivers upon request. For the avoidance of doubt, nothing in this Clause is intended to transfer or assign any intellectual property rights of the Supplier that are owned by, or licensed by the Supplier independently of the Goods and/or Services and the Orders.

23. EDRINGTON POLICIES

The Supplier acknowledges the terms of the following documents, policies and statements of Edrington, which can be found at <https://uk.edrington.com> under "Policies" (the "Policies") or which have been provided to you directly by Edrington:

- Code of Business Conduct Policy
- Anti-Bribery & Corruption Policy
- Modern Slavery and Human Trafficking Statement
- Environmental Sustainability: Guidance for Suppliers and Partners

The Supplier agrees that, in the course of providing the Goods and/or Services and during the term of any contract between the Supplier and Edrington, the Supplier shall conduct its business in a manner that is consistent with the Policies. The Supplier shall reply immediately to any inquiry by Edrington in respect of the Policies and confirm to the Edrington that it complies with all applicable provisions of the Policies.

24. LAW

The Order and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with Scots Law and the parties submit to the exclusive jurisdiction of the Scottish courts. Edrington's rights under these conditions are in addition to the rights and obligations implied in favour of Edrington by the Sale of Goods Act 1979. The Supplier shall abide by all applicable laws and regulations in so far as such laws and regulations affect the performance of the Order.

25. MISCELLANEOUS

Any notice required or permitted to be given by either party to the other under the Terms and Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

No waiver by Edrington of any breach of the Terms and Conditions by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other Clause of the Terms and Conditions. Failure or delay by Edrington in enforcing or partially enforcing any provision of the Order shall not be construed as a waiver of any of its rights under the Order.

If any Clause, provision or part-provision of these Terms and Conditions or the Order is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of these Terms and Conditions or the Order.

Nothing in these Terms and Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

All rights given to Edrington under any Clause in the Terms and Conditions shall be in addition to, and not instead of, and other rights Edrington may have in law.

You confirm you have read and understood the Terms & Conditions as well as the policies referred to therein:

Signature

Name

Position

Date