	<p><b>Standard Conditions of Purchase for Haulage Services to BIFA (STC)</b></p>	<p>Document No. 4.2.3 PO1</p>
		<p>Version. 11.0</p>

**STANDARD TERMS AND CONDITIONS OF PURCHASE FOR HAULAGE SERVICES TO BIFA STC**

This document sets out the conditions of purchase of haulage services as required from time to time by Lamex Food Group Limited ("Lamex") (Company Number 05646718) (VAT No. GB367711926) whose registered office is situated at 2, Turnford Place, Great Cambridge Road, Turnford, Hertfordshire EN10 6NH (together with any subsidiary or associated company of said Lamex Food Group Limited on whose behalf Lamex is duly authorised to act).

These conditions govern Lamex purchase of haulage services from the Supplier and so the Supplier is requested to read these conditions carefully before accepting a purchase order to supply services. By accepting an order for the supply of haulage services, the Supplier confirms and accepts that it agrees to be bound by these conditions.

**1. DEFINITIONS**

**1.1.** In this Agreement:

**"BIFA"** mean the British International Freight Association, current edition of Standard Trading Conditions;

**"CMR"** means the current Convention on the Contract for the International Carriage of Goods by Road;



**"Collection Address"** means the third party site from which the Goods are to be collected or where the Services are to be performed as notified in the Purchase Order;

**"Delivery Address"** means the third party site to which the Goods are to be delivered or where the Services are to be performed as notified in the Purchase Order;

**"General Data Protection Regulation"** is the new EU regulation that will be applied to the processing of personal data in the context of the activities of an establishment of a controller or a processor in the Union, regardless of whether the processing takes place in the EU or not.

**"Personal Data"** is defined as any information relating to an identified or identifiable natural person (data subject); an identifiable natural person is one who can be identified directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. GDPR applies to personal data such as name, sex, age, passport, ID, nationality, HR data, contact details, on line purchases, credit card details, payroll, airline passenger lists, dietary preferences, airport control cameras data, hotel reservations etc. and to special categories of sensitive data such as economic, health, genetic and biometric data.

**"Processing"** means any operation or set of operations which is performed on personal data or on sets of personal data, if automated means, such as collection, recording, organisation, structuring, storage,

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adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**“Controller”** is the natural or legal person, public authority, agency or other body, which alone or jointly with others, determines the purposes and means of the processing of personal data.

**“Processor”** means the natural or legal person, public authority, agency or other body which processes data on behalf of the controller.

**“Consent of the data subject”** means any freely given, specific, informed and unambiguous indication of the data subject’s wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her.

**“Special Categories of Data”** is revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership. Genetic data, health data or data concerning the person’s sex life or sexual orientation.

**“Data Protection Losses”** means all liabilities and other amounts including all:

- a) costs including legal costs, claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages;
- b) loss or damage of reputation, brand or goodwill;
- c) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a relevant supervisory authority;
- d) compensation paid to a Data Subject; and
- e) costs of compliance with investigations by a supervisory authority.

**“Data Subject Request”** means a request made by a Data Subject to exercise any rights under the GDPR Regulation;



**“Personal Data Breach”** means any breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data;

**“Protected Data”** means Personal Data received from or on behalf of Lamex, or otherwise obtained, in connection with the performance of the Supplier’s obligations under any Contract;

**“Delivery Date”** means the date or the dates set out in Purchase Order.

**“Excluded Loss”** means all special loss and loss of profits, business or anticipated savings whether incurred directly or indirectly, or any indirect or consequential damage whatever.

**“Goods”** means any goods transported by the Supplier under this Agreement as part of its provision of the Services;

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**"Intellectual Property Rights"** means patents, trademarks, service marks, copyright, design rights and moral rights and all other rights of a similar or comparable nature or effect which may subsist in any part of the world now or in the future, whether registered or unregistered, together with any or all goodwill relating or attached thereto;

**"Materials"** means any manuals, presentations, documents, charts, images or similar produced by the Supplier as part of its provision of the Goods and/or Services;

**"Price"** means the price of the Goods and/or the charge for the Services as set out in any Purchase Order issued under this agreement;

**"Purchase Order"** means Lamex' s purchase order as may be issued under this Agreement;

**"Services"** means the services to be provided by the Supplier under this Agreement as set out in any Purchase Order issued under this Agreement which may include without limitation custom's clearance, storage and pallet exchange;

**"Transport Unit"** means any device used for the carriage, transportation or storage of Goods (whether loaded or unloaded) including any tractor unit, container, tanker, vehicle, trailer, vessel, Genset, aircraft or other equipment or any type;

**"Unloading & Loading Hours"** means the time slot assigned for the completion of the service.

**1.2.** Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.



**1.3.** The headings in these Conditions are for convenience only and shall not affect this interpretation.

**1.4.** Each party warrants that it has full capacity, power and authority to enter into, and perform its obligations under, the Agreement.

## **2. SUPPLIER'S OBLIGATIONS**

**2.1.** The Supplier will provide the Services to Lamex in accordance with these terms and conditions in such a way as to assure the maintenance of the safety, security and quality of the Goods.

**2.2.** The Supplier will comply with its obligations under these terms and conditions, including but not limited to compliance with all codes of practice, UK and EU regulations as they relate to the safety, security and quality of food being transported and stored, security procedures, statutory (including but not limited to data protection legislation) or regulatory requirements and any of Lamex' s policies and procedures which are relevant to or affect the supply of Goods and/or Services under this Agreement including the ethical and

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environmental policies of Lamex. Lamex encourage all Suppliers to achieve GFSI Equivalent approval and BRC, which is preferred.

**2.3.** The Supplier must maintain the minimum standards as outlined in the BRC standards for S&D including, but not limited to:

A food safety and quality policy

A food defence policy

Vehicle and container standards, safety and security

GOP & HACCP

Site Security

Traceability

**2.4.** The Supplier must provide copies of the HACCP plan and any documentation to support approval. The Supplier must promptly notify Lamex of any significant changes to operational procedures including but not limited to conditions, HACCP plans, and any changes in their certification status.

**2.5.** The Supplier shall submit to such audits by Lamex or its appointed Representative(s) as they may reasonably require from time to time to verify the proper performance of the Supplier's obligations under this Agreement in respect of food safety, quality and legality.



**2.6.** The Supplier shall allow Lamex reasonable access to inspect and sample the Goods.

**2.7.** The Supplier shall promptly inform Lamex of any incidents or emergency situations which may affect Lamex's products.

**2.8.** The Supplier may not use any intellectual property (including but not limited to trademarks and logos) belonging to Lamex or third party customers or clients of Lamex ("**Lamex /Third Party IP**") in the Materials or otherwise in relation to the Services without the prior written consent of Lamex that it or such third party has consented to Supplier's proposed use of Lamex/Third Party IP.

**2.9.** The Supplier warrants that the Materials and the Services will not infringe the intellectual property rights of any third party and shall: (a) assign to Lamex with full title guarantee all intellectual property rights in the Materials or otherwise generated by the Supplier's provision of the Services and (b) indemnify Lamex against any liabilities, damages, costs and/or expenses of any claim that the Materials or the Supplier's provision of the Services infringes the intellectual property rights of a third party.

**2.10.** Without in any way limiting the obligations of the Supplier under clause 6 it shall be the Supplier's duty to ensure that any Transport Units used by him display in the manner required by the law, all the necessary licence discs, permits, tax discs and other notices appropriate to the vehicle and to the country/countries of registration and of passage.

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**2.11.** Unless otherwise agreed in writing, the Supplier shall be liable to Lamex for loss or damage to or delay to or mis-delivery of Goods transported or stored by the Supplier or the Supplier's employees, servants, agents or subcontractors in accordance with:

- (a) The provisions of CMR in relation to international transportation of Goods by road (to include movements which include both rail and road transport, whether or not intermodal containers are used or, as the context requires;
- (b) The provisions of BIFA in relation to the transportation of Goods within the UK and Ireland;
- (c) The provisions of BIFA in relation to the transportation of Goods by road within the UK and Ireland with elevated limits of liability as required by the SLA.

**2.12.** Where any conflict exists between the trading conditions and the contract, BIFA trading conditions will prevail.

**2.13.** The Supplier shall not do or fail to do anything which may reflect unfavourably upon Lamex or in any way harms its reputation, standing or goodwill.

### **3. LAMEX'S OBLIGATIONS**

**3.1.** Lamex will pay the Price to the Supplier for those Goods and/or Services properly delivered and/or carried out and/or stored respectively under this Agreement.

**3.2.** Lamex will provide such information and access as the Supplier may reasonably request in relation to the Supplier's proper and efficient supply of the Services.



### **4. PURCHASE ORDERS AND SPECIFICATIONS**

**4.1.** Any Purchase Order issued under this Agreement constitutes an offer by Lamex, open and valid for seven days from date of such Purchase Order, to purchase the Goods and/or acquire the Services subject to this Agreement. Acceptance of that offer by the Supplier may be made in writing or by the act of supply of Services in accordance with the Purchase Order.

**4.2.** The quality, quantity and description of the Services to be supplied shall be specified in the Purchase Order supplied by, or agreed in writing by, Lamex. Terms such as temperature, loading and unloading hours and pallet stacking are of the essence of the contract.

**4.3.** The Supplier undertakes that the terms offered to Lamex including but not limited to those relating to price and warranty, shall always be no less favourable than the best terms offered by the Supplier to any other customer.

**4.4.** In the event of any contradiction between the terms of these terms and conditions and a Purchase Order and/or Specification, then these terms and conditions shall take precedence.

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## **5. SUPPLY AND ACCEPTANCE**

**5.1.** The Services shall be supplied and performed at the Collection Address and the Delivery Address on the date and/or within the loading and unloading slot specified in the Purchase Order. The time for performance of the Services is of the essence. If collection or delivery are not made by the date(s) in the Purchase Order, Lamex reserves the right without liability and in addition to its rights in remedies hereunder to terminate the Contract by notice as to products not yet delivered and Supplier agrees to indemnify Lamex for any loss incurred.

**5.2.** All accompanying delivery notes must be returned to Lamex duly signed within 5 days of delivery with the accompanying invoice for the service and marked with such accompanying information specified on the Purchase Order, such as the contract reference number; failure to do so may result in non-payment of invoice until such information and/or delivery note is provided.

**5.3.** Any shortages are to be notified by the Supplier immediately to Lamex whilst the delivery is in progress to allow immediate corrective action.



**5.4.** Any rejections are to be notified to Lamex immediately whilst the delivery is in progress to allow immediate corrective action.

**5.5.** Chilled food must be transported and stored at -2C and +3C inclusive (unless otherwise agreed up to a maximum of 5C) and frozen foods must be transported and stored at below -18C (acceptable between -18C to -30C) and Lamex must be notified immediately of any temperature issues occurring during transport, storage or found upon delivery.

**5.6.** Lamex shall be entitled to reject any Services supplied which are not in accordance with these terms and conditions, or any Purchase Order issued under these terms and conditions and shall not be deemed to have accepted the Services (notwithstanding any prior payment thereto) until Lamex has had a reasonable time to review the results of the Services.

**5.7.** The Supplier shall supply Lamex in writing in good time with any instructions or other information required enabling Lamex to accept supply of the Services.

**5.8.** Without prejudice to any other remedy, if any Services are not supplied in accordance with these terms and conditions, or as specified in any Contract, or Purchase Order and/or Specification issued under the Agreement, Lamex shall be entitled: (a) to reject the Services in whole or in part; (b) to require the Supplier to re-perform the relevant Services; and/or (c) at Lamex' s option and without prejudice to any other right or remedy to which Lamex is entitled, to treat the Agreement as discharged by the Supplier's breach and require the repayment of any part of the Price which has been paid by Lamex in relation to non-conforming Services.

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## 6. TRANSPORT UNITS

**6.1.** As regards Transport Units used by the Supplier to undertake these services, the Supplier shall keep such Transport Units in clean, good and workable condition including the refrigeration units and the temperature recording devices.

**6.2.** As regards Transport units used by the Supplier to undertake these services, the Supplier must not in any circumstances transport or store Lamex products with incompatible products so as to avoid all cross contamination risks.

**6.3.** The Supplier warrants to pack, store and transport the Goods under safe, clean and sanitary conditions, in compliance with all the regulations and Laws.

**6.4.** The Supplier warrants to adhere all safety requirements over the Goods.

**6.5.** The Supplier warrants to undertake all reasonable precautions to ensure the security of the product at all times.

## 7. WARRANTY

The Supplier warrants to Lamex that the Services: (a) will be performed by appropriately qualified, trained and experienced personnel, with a high standard of skill, care and diligence; (b) will be performed to such high standard of quality as it is reasonable for Lamex to expect in all the circumstances; (c) will comply with all statutory requirements, implied terms, regulations and codes of practice relating to the supply of services generally and the Services.



## 8. LIABILITY AND INSURANCE

**8.1.** The Supplier shall indemnify Lamex in full from and against all liability, claims, loss, damage, fine, penalty, allegations, costs and expenses (including legal expenses) awarded against or incurred or paid by Lamex and its agents, servants, employees, officers, directors, customers, and any third party to whom Lamex may owe a similar obligation by contract, agreement or operation of law, as a result of, or in connection with: (a) breach of any warranty given by the Supplier in relation to the Services; (b) any negligence, act or omission of the Supplier, its employees, agent or subcontractors in supplying, delivering and installing the Services.

**8.2.** Nothing in this Agreement shall be construed as restricting or excluding either party's liability for death or personal injury resulting from either party's negligence.

**8.3.** Lamex will not be liable to the Supplier in respect of Excluded Loss.



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**8.4.** The Supplier shall at all times effect and maintain insurance cover sufficient for and appropriate to its obligations under this Agreement and for six months after the conclusion of the service and shall upon request produce to Lamex evidence of such cover, which shall include:

- (a) Public liability insurance with coverage of no less than £5m per event;
- (b) Product liability insurance with a limit of at least £5m per claim;
- (c) Employer’s liability insurance with coverage commensurate with the Supplier’s statutory obligations; and
- (d) Any ancillary insurance required under the relevant SLA.

**9. PRICE AND PAYMENT**

**9.1.** The Price of the Services shall be as stated in this Agreement and shall be a fixed price inclusive of all applicable duties, levies and taxes (excluding value added tax, which shall be payable by Lamex subject to receipt of a valid VAT invoice).



**9.2.** Unless otherwise agreed in writing, Lamex shall pay the Price of such Services as are properly supplied in full accordance with this Agreement within 40 days of receipt by Lamex of the relevant Supplier’s invoice.

**9.3.** Lamex shall be entitled to set off against the Price any sums owed by the Supplier to Lamex or any other company within the Lamex Group of companies.

**10. TERMINATION**

**10.1.** Notwithstanding any other provision of this Agreement, Lamex (without prejudice to any other rights or remedies available to it may by notice to the Supplier terminate this Agreement immediately on the happening of any one of the following events: (a) the Supplier commits any breach of this Agreement and (in the case of a breach capable of remedy) fails to remedy the same within 30 days after receipt of a written notice giving particulars of the breach and requiring it to be remedied; (b) the Supplier is dissolved, becomes insolvent, fails or is unable or admits in writing its inability to pay its debts, institutes or has instituted against it proceedings seeking a judgement of insolvency or bankruptcy; has a resolution passed for its winding up or liquidation; seeks or becomes the subject of the appointment of an administrative receiver or similar official in respect of its assets; enters into any arrangement or composition with its creditors; ceases or threatens to cease to carry on any significant part of its business; suffers a change of management or ownership which Lamex deems to be against Lamex’ s interests; (c) ownership or control of the Supplier or its constitution or management is in the opinion of Lamex substantially altered; (d) other than as specifically approved in writing in advance the Supplier shall attempt or purport to assign or transfer this Agreement; (e) any conflict of



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interest arises between the Supplier and Lamex which, in the opinion of Lamex is or may be materially detrimental to the interests of Lamex.

**10.2.** The Supplier may by notice to Lamex, terminate this Agreement immediately if Lamex commits any material breach of this Agreement and (in the case of a breach capable of remedy) fails to remedy the same within 30 days after receipt of a written notice giving particulars of the breach and requiring it to be remedied.

**10.3.** Termination of this Agreement shall not affect the rights and liabilities of either party subsisting at the date of termination.



## **11. FORCE MAJEURE**

Neither party is liable for any breach of this Agreement caused by matters beyond either party's reasonable control, including but not limited to fire, flood, failures or interruptions of electricity supplies or acts of local or central government or other authorities, or acts of God, strikes, labor trouble, administration orders or other legal restrictions ("Events of Force Majeure"). Provided always that either Lamex or the Supplier shall be entitled, by giving notice in writing to the other, to terminate the Agreement without prejudice to any accrued rights of either party in the event that such Events of Force Majeure prevent the other party's performance of its obligations under this Agreement for thirty days.

## **12. DATA PROTECTION**

**12.1.** In respect of the processing of personal data by the Supplier or the Supplier's personnel under or in connection with the contract, the Supplier shall, and shall procure that the Supplier's personnel shall:

- a) only process the personal data to the extent required to provide the services in accordance with the terms of the contract or otherwise in accordance with documented instructions of Lamex from time to time;
- b) not otherwise modify, amend or alter the contents of the personal data or disclose or permit the disclosure of any of the personal data to any third party, unless specifically authorised to do so in writing by a Director of Lamex;
- c) implement appropriate technical and organisational measures to:
  - protect personal data against unauthorised or unlawful processing and against accidental or unlawful loss, destruction, damage, alteration or disclosure;
  - comply with Data Protection Legislation; and
  - ensure the protection of the rights of the data subject;
- d) ensure that all Supplier's personnel engaged in the provision of the Services have entered into confidentiality agreements with the Supplier and shall further ensure that such personnel are made aware of

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and observe the Processor's obligations under the contract with regard to the security and protection of personal data;

e) process the personal data in accordance with the Data Protection Legislation and not do or permit anything to be done which causes Lamex in any way to be in breach of the Data Protection Legislation;

f) provide written evidence of the Supplier's compliance with Data Protection Legislation as may be requested by Lamex from time to time;

g) co-operate and assist, as requested by Lamex, and put appropriate technical and organisational measures in place to enable Lamex to comply with any exercise of rights by a data subject under Data Protection Legislation;

h) not process the personal data anywhere outside the EEA without the prior written consent of Lamex;

i) at the request of Lamex or any competent regulatory or supervisory authority, submit for audit the processing activities and related facilities carried out pursuant to the contact, which shall be carried out by Lamex, its authorised representatives (bound by a duty of confidentiality) and/or representatives of the relevant regulatory or supervisory authority;



**12.2.** The Supplier shall notify Lamex as soon as reasonably practicable and in any event within 24 hours of:

- any legally binding request for disclosure of personal data by a law enforcement or other competent authority, unless prohibited by law from doing so;
- any request received directly from a data subject without responding to that request, unless required by law or it has been otherwise authorised by Lamex to do so;
- receiving any correspondence, notice or other communication whether orally or in writing from the Information Commissioner's Office (ICO), any other relevant data protection regulator or any other regulator or person, relating to the personal data; and
- becoming aware of a breach of the provisions of this condition.

**12.3.** Without prejudice to any other provision of the contract, Lamex may, on reasonable notice request a detailed written description of:

- the technical and organisational method employed by the Supplier and any sub-Processors (if any) for the processing of personal data;
- the processing activities carried out by the Supplier on behalf of Lamex containing at least the amount of details required by article 30(2) of the GDPR.

Within 10 days of receipt by the Supplier of Lamex's written request, the Supplier shall deliver a written report to Lamex in sufficient details that Lamex can reasonably determine whether or not any applicable personal data is being or has been processed in compliance with the Data Protection Legislation.

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**12.4.** Without prejudice to the other provisions of this condition, if the Supplier or any member of the Supplier’s personnel becomes aware of any Data Protection incident, the Supplier shall promptly (but in any event within 24 hours of discovery) notify Lamex. The Supplier shall, at no additional cost to Lamex, provide Lamex with all resources, assistance and co-operation as are required by Lamex for Lamex to notify the ICO and any other relevant data protection regulator of such Data Protection incident and for Lamex to provide such reports or information as may be requested by them in relation to such Data Protection incident and for Lamex to notify the relevant data subjects of such Data Protection incident, as applicable.

**12.5.** The Supplier shall, at no additional cost to Lamex, provide Lamex with all resources and assistance as required by Lamex for Lamex to discharge its duties pursuant to articles 35 and 36 of the GDPR, including but not limited to, promptly at the request of Lamex providing information in respect of any data protection impact assessment with Lamex conducts.



**12.6.** Where the Supplier sub-contracts any of its obligations under this condition, with the consent of Lamex, it shall do so only by way of written agreement with the sub-Processor, which imposes the same obligations on the sub-Processor as are imposed on the Supplier under this condition. The Supplier shall inform Lamex of any sub-Processors in advance. In any event, the Supplier shall be liable for the acts and omissions of its agents, personnel and sub-Processors as if they were its own acts and omissions.

**12.7.** On expiry or termination of the Contract, the Supplier shall immediately cease processing the personal data and arrange for the prompt and safe return or the destruction of all the personal data with all copies in its possession or control and certify that such destruction or return has taken place.

**13. ANTI-BRIBERY AND CORRUPTION**

The Supplier shall:

- a) comply with all applicable laws, statutes and regulations relating to anti-bribery and corruption, including the Bribery Act 2010;
- b) have and maintain in place its own policies and procedures to ensure compliance with all applicable laws, statutes and regulations relating to anti-bribery and corruption;
- c) implement due diligence procedures for its own suppliers, subcontractors and other participants to ensure that there is no bribery or corrupt business practices in its supply chains;
- d) represent, warrant and undertake that neither the Supplier nor any of its officers, employees, subsidiaries, affiliates or other persons associated with it:
  - has been convicted of any offense relating to bribery or corrupt business practices;

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- has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with bribery or corrupt business practices;

e) notify Lamex as soon as it becomes aware of any actual or suspected bribe or corrupt business practice within its operations or its supply chain, including any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body; and

f) promptly report to Lamex any request or demand for any undue financial or other advantage of any kind received by the Supplier or if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier.

#### **14. ANTISLAVERY**

The Supplier shall:

a) Comply with all applicable laws, statutes and regulations relating to slavery, involuntary servitude, debt bondage, forced labour or human trafficking (Modern Slavery) including the Modern Slavery Act 2015 and take reasonable steps to ensure that there are no Modern Slavery issues in the Supplier's supply chains or in any part of their business;

b) have and maintain in place its own policies and procedures to ensure compliance with all Modern Slavery laws, statutes and regulations;

c) implement due diligence procedures for its own suppliers, subcontractors and other participants to ensure that there are no Modern Slavery issues in its supply chains:

d) represent, warrant and undertake that it conducts its business in a manner that is consistent with the principles of the Modern Slavery Act 2015 and that neither the Supplier nor the any of its officers, employees, subsidiaries, affiliates or other persons associated with it:

- has been convicted of any offence relating to Modern Slavery; and

- has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental administrative or regulatory body regarding any offence or alleged offence of or in connection with Modern Slavery;

e) notify Lamex as soon as it becomes aware of any actual or suspected Modern Slavery in the supply chain, including any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body; and

f) maintain a complete and accurate set of records to trace the supply chain of all goods and services provided to Lamex.

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## 15. TAX EVASION

Lamex and its subsidiaries, conduct their activities with integrity, transparency and fairness. They are committed to the prevention of the facilitation of tax evasion as they recognise the importance of fostering a positive culture of tax compliance and maintaining the confidence of staff, partner organisations, other suppliers, customers, third parties and the tax authorities.



Lamex and its subsidiaries do not and will not work with others who do not share their commitment to preventing the facilitation of tax evasion.

The Supplier shall:

- a) Comply with all applicable laws, statutes and regulations relating to tax evasion, including the Criminal Finances Act 2017 and take reasonable steps to ensure that there are no Criminal Finances issues in the Supplier's supply chains or in any part of their business;
- b) have and maintain in place its own policies and procedures to ensure compliance with all Tax Evasion laws, statutes and regulations;
- c) implement due diligence procedures for its own Suppliers and Customers, subcontractors and other participants to ensure that there are no Tax Evasion issues in its supply chains;
- d) represent, warrant and undertake that it conducts its business in a manner that is consistent with the principles of the Criminal Finances Act 2017 and that neither the Supplier nor the any of its officers, employees, subsidiaries, affiliates or other persons associated with it:
  - has been convicted of any offence relating to Tax Evasion; and
  - has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental administrative or regulatory body regarding any offence or alleged offence of or in connection with Tax Evasion;
- e) notify Lamex as soon as it becomes aware of any actual or suspected Tax Evasion in the supply chain, including any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body; and
- f) keep books and records of all financial transactions and expenditures in connection with their Contracts.

## 16. GENERAL

**16.1.** This Agreement is personal to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer to any other person any of its rights or subcontract any of its obligations thereunder, unless the Supplier ensures that: a) the subcontractor are operating to the appropriate standards and at the same

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terms that the Supplier has agreed to by entering into this agreement;b) appropriate mechanisms are in place for the sub-contactor's business to maintain product safety, integrity, security, integrity and legality; c) the subcontractor complies with all the relevant legislations, d) the subcontractor maintains products traceability; and e) the subcontractor warrants the Good's safety, legality, quality and security at all times. In the above mentioned case, Lamex should give its prior written consent. In the event of a default situation, or in case of a breach of this Agreement, the Supplier agrees to indemnify, together with the subcontractor, Lamex and its agents, servants, employees, officers, directors, customers, and any third party to whom Lamex may owe a similar obligation by contract, agreement or operation of law from and against any and all allegations, claims, demands, and other liabilities, loss, damage, fine, penalty, cost or expense.

**16.2.** In the event that Lamex consents to any such assignment, transfer or subcontracting, the Supplier shall remain responsible to Lamex for the due and proper performance of the Agreement by such assignee, transferee or subcontractor. Lamex will only consider consenting if such assignee, transferee or sub contractor has signed an equivalent contract to this one incorporating these terms.

**16.3.** The Supplier agrees that he will not sub-contract the services under this contract using any internet freight exchange.



**16.4.** Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed to that other party at its principal place of business as described at the head of this Agreement.

**16.5.** No person or organisation who is not a party to this Agreement may enforce any part of it under the Contracts (Rights of Third Parties) Act 1999.

**16.6.** The parties shall, in the event of a dispute which remains unresolved within fourteen days of arising, attempt to settle such dispute in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

**16.7.** The parties to this Agreement contract as independent contractors and nothing in this Agreement shall be construed as a relationship of employment, agency, partnership or joint venture. The Supplier, for the avoidance of doubt, is solely liable for and in relation to any agreements it may enter into with third parties in connection with its provision of the Services.

**16.8.** Each party agrees to treat as secret and confidential all and any information disclosed by the other party which is: (a) identified by the disclosing party as confidential or (b) by its nature evidently intended by the disclosing party to be treated as confidential. A party will not be in breach of this clause, however, in relation to information already in its possession or within the public domain (other than as a result of a breach of this clause), or where disclosure is required by law.

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**16.9.** This Agreement sets out the entire understanding between the parties and there are no representations, promises, terms or conditions or obligations, oral or written, expressed or implied, relating to its subject matter other than those contained or referred to herein. No terms or conditions endorsed on, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of a Purchase Order, invoice, and specification of similar document will be valid or binding upon Lamex in relation to the subject matter of this Agreement.

**16.10.** Each Party agrees that in performing their obligations under the Contract or the Purchase Order, it shall comply with the provisions of the Data Protection Act 1998 as amended and in force and the new EU General Data Protection Regulation 2016/679 of 27.04.2017 which will be applied as of 25.05.2018.

**16.11.** The rights and remedies provided to Lamex herein shall be cumulative and in addition to any other rights and remedies provided at law or in equity.

**16.12.** No waiver of any provision of or default under this Agreement shall affect the Lamex's rights thereafter to exercise any right or remedy in the event of any other default whether or not similar. No waiver shall in any event be effective unless in writing and signed by Lamex.

**16.13.** This Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.