

GROUP TERMS OF PURCHASE**1 Introduction and Definitions**

1.1 In these terms and conditions, the following words shall have the following meanings unless the context requires otherwise:

"Agreement" means the contract for the supply of the Work by the Supplier to the Customer, comprising any Order, these terms and conditions and any other documents attached to or referred to in an Order.

Anti-Corruption Policy means the Group's anti-corruption policy, as amended from time to time and is available on the Group's corporate website.

"Business Day" means a day other than a Saturday, Sunday or public holiday on which banks in London, England are open for business.

"Customer" means the company within the Group that has entered into the Agreement.

"Data Controller" has the meaning given to it in the GDPR.

"Data Subject" has the meaning given to it in the GDPR.

"Data Subject Request" means, in relation to the Customer Personal Data, a request from a Data Subject for access to, correction, amendment, transfer or deletion of that person's Personal Data.

"Data Protection Laws" means all laws and regulations applicable to the Processing of Personal Data under the Agreement, including the GDPR and other laws and regulations of the UK, the European Union, the EEA and their member states relating to data protection.

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation).

"Goods" means the items, raw materials, packaging and finished goods specified in the Purchase Order.

"Group" means Accolade Wines Holdings Europe Limited (No. 5185971) and any company which is a subsidiary (as defined in s1159 Companies Act 2006) of that company for the time being.

"Location" means the place at which the Work is to be delivered or performed in accordance with an Order or any alternative location notified to the Supplier by the Customer from time to time.

"Order" means any order for Work submitted by the Customer to the Supplier in writing from time to time.

"Personal Data" has the meaning given to it in the GDPR.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Personal Data transmitted, stored or otherwise processed (whether electronic or physical).

"Purchase Order" means any form of order for the supply of Goods or performance of Services placed with the Supplier by the Customer.

"Process" has the meaning given to it under the GDPR, and "Processing" and "Processed" shall be construed accordingly.

"Supplier" means the person, firm or company supplying the Work to the Customer.

"Supplier Code of Conduct" means the Group's supplier code of conduct, as amended from time to time and is available on the Group's corporate website.

"VAT" means value added tax or any other tax of a similar nature.

"Work" means the goods and/or services as detailed in an Order.

1.2 This Agreement is made between the Customer and the Supplier, and the Customer agrees that any Work purchased from the Supplier pursuant to an Order is purchased on the terms and conditions set out below unless the Supplier agrees otherwise in writing. The Customer will not be liable for any order or commitment unless it is issued or confirmed by a Purchase Order.

1.3 An Order constitutes an offer by the Customer to purchase the Work in accordance with these terms and conditions. An Order shall be deemed to be accepted by the Supplier on the first to occur of: (i) the Supplier issuing a written acceptance of the Order; and (ii) the Supplier doing or commencing any act consistent with fulfilling the Order.

1.4 This Agreement sets out the entire agreement between the Customer and the Supplier and overrides and takes the place of any written, oral or other arrangements made between the Customer and the Supplier in relation to their subject matter and any other terms and conditions contained in the Supplier's quotation, acceptance, correspondence or elsewhere or implied by law, trade, custom, practice or course of dealing.

1.5 The benefit (subject to the burden) of an Order placed by the Customer may be taken by any company in the Group and these terms and conditions may be enforced by any of them, in each case as either principal or as the duly authorised agent for any of the other companies. This is done to assist the effective processing and administration of each Order and does not in any way affect any of the Supplier's rights.

2 Payment

2.1 The price for the Work as set out in an Order is, subject to clause 2.2, fixed and exclusive of VAT but inclusive of all other levies, duties, taxes, charges and expenses (including packaging, carriage to the Location and insurance, attendance at meetings and other disbursements) unless the Order states otherwise. No extra charges shall be effective or payable by the Customer unless agreed in writing by the Customer. The price is inclusive of delivery to the Location.

2.2 If the Supplier quotes or offers to a third party lower prices or better terms for goods and services of similar quality, quantity or description to the Work (or the items comprised in it) the Customer shall be entitled to purchase the Work (or the relevant items comprised in it) at such lower prices or on the same terms and shall be entitled to a refund of the amount of the difference in the price quoted in the Customer's Order and such lower third party price plus an amount equal to any irrecoverable VAT in respect of such difference in price in respect of all Work supplied by the Supplier to the Customer or its Group after whichever the earlier of the date of the first applicable third party quotation or the first supply

to that third party at the lower price, and to request that the terms applicable to any Order are updated from such date to reflect the better terms offered to the third party.

2.3 The Supplier may invoice the Customer for the Work at any time after the later of the due date for completion of the supply of the Work and the actual date of such completion and correctly rendered invoices shall be payable by the Customer to the bank account nominated by the Supplier within 75 days after the date of invoice. The invoice shall comply with all applicable laws and shall include the date of the Order, the invoice number, the Order number and the Supplier's VAT registration number, together with any other supporting documents or other information reasonably requested by the Customer from time to time.

3 Supply and Delivery

3.1 The Supplier shall supply and the Customer shall purchase the Work that the Customer may order pursuant to an Order in accordance with the Agreement.

3.2 The Work shall be provided to the Customer by the Supplier in the quantities, by the times (and not more than 5 Business Days before) and at the Location and in all other respects strictly in accordance with the Order unless otherwise agreed with the Customer in writing.

3.3 Time for provision of the Work shall be of the essence. The Supplier shall deliver the Work on the date specified in the relevant Order or, if no such date is specified, within 28 days of the date of the relevant Order (in either case, the **"Due Date"**). The Supplier shall notify the Customer if any delivery or performance is likely to be delayed beyond the Due Date.

3.4 If any delivery specified in an Order is not met by the Due Date, or the Supplier notifies the Customer that it cannot meet any delivery by the Due Date, the Customer may in its sole discretion: (a) cancel the Agreement in whole or in part without incurring any liability to the Supplier; (b) refuse to accept any subsequent delivery of goods or services comprised in the Work; (c) purchase substitute goods or services elsewhere; and/or (d) hold the Supplier accountable for any loss and additional costs incurred as a result.

3.5 The Customer may cancel any Order (for all or part only of the Work thereunder) by giving written notice to the Supplier at any time before delivery, in which case the Customer shall pay the Supplier the price for the cancelled Work, less any reduction in costs incurred by the Supplier by reason of the cancellation.

3.6 In addition to any other right the Customer may have under this Agreement or any other contract between the Customer and the Supplier, the Customer shall be entitled to postpone the date of delivery for whatever period the Customer thinks fit upon giving notice in writing to the Supplier provided that the Customer pays the Supplier the Supplier's reasonable additional charges as the Customer acting reasonably shall in its discretion think fit in the circumstances.

3.7 The Customer shall not be obliged to accept any incomplete delivery or any Work in excess of the amounts ordered. The Customer shall not be deemed to have accepted any Work unless and until it is has a reasonable time to inspect the Work. Delivery shall occur on the completion of unloading of the Work at the Location save that if the Work requires the carrying out of tests or the installation of goods after receipt by the Customer delivery shall not be deemed to be complete until such tests have been passed or any goods installed to the Customer's satisfaction and the Supplier shall provide the Customer upon request with copies of all test reports and all data derived as a result of testing.

3.8 The Supplier must ensure all goods delivered as part of the Work are suitably packaged in accordance with generally accepted industry standards so as to arrive at the Location in good condition, and the Customer shall not be obliged to return any packaging materials for any goods whether or not they are accepted by the Customer.

3.9 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 this Agreement.

3.10 If the Work is delivered or performed in instalments, the Agreement shall be treated as a single contract and not severable. The Work shall not be delivered or performed in instalments without the Customer's prior written consent.

3.11 The Supplier shall provide to the Customer access to the Work at all key stages in its development. The Supplier shall not depart from any Order for the Work unless the Supplier has obtained the Customer's written approval. The Supplier shall make all and any amendments to the Work required by the Customer and unless agreed in writing by the Customer, any such amendments shall not increase the price.

3.12 If an inspection by the Customer at any time after delivery establishes that all or any part of the Work supplied does not comply with all the requirements of the Agreement the Customer may (without limitation) reject the Work supplied, return it to the Supplier and require a replacement or rectification, or require re-performance of the Work and in each case recover its loss, costs and expenses from the Supplier.

3.13 If the Customer is required to install any Work supplied to it, the Supplier shall supply in advance of delivery a functional description of each part of the Work, together with sufficient drawings and instructions to allow the Customer to install, operate and maintain the Work including details of any special environmental controls required to ensure that the Work meets any relevant specification.

3.14 The Supplier shall at the Customer's request remit a certificate of conformance with any relevant specification confirming the Work's conformance with all applicable and appropriate regulatory approvals and health and safety requirements.

GROUP TERMS OF PURCHASE**4 Variations**

- 4.1 The Supplier shall accept any reasonable variation in scope, specification, quantity or delivery in relation to the Work requested by the Customer. The price shall be adjusted and agreed in writing by the Customer to reflect the variation having regard to the rates and prices used in the Agreement or, where these are not relevant, to what is fair and reasonable.
- 4.2 No variation or addition to these terms and conditions or any Order will form part of this Agreement or otherwise be effective unless made or specifically accepted and signed by the Customer in writing.

5 Risk

- 5.1 The risk in any goods which form all or part of the Work shall pass to the Customer when delivered to the Location in accordance with the terms of the relevant Order provided delivery is acknowledged by an authorised member of the Customer's staff.
- 5.2 Ownership of any goods which form all or part of the Work shall pass to the Customer on completion of delivery (including off-loading) at the Location in accordance with the terms of the relevant Order, except that if the goods are paid for before delivery then ownership shall pass to the Customer on payment. The passing of ownership in the goods is without prejudice to any right of rejection to which the Customer may be entitled under the Agreement or otherwise.

6 Intellectual Property

- 6.1 All intellectual property rights (including without limitation copyright in any software or other literary works) which are created for the Customer as part of or pursuant to the Work shall be and become the Customer's exclusive property with effect from their creation unless the Customer agrees in writing, and the Customer shall have full and free right to use those intellectual property rights and any matters to which they relate as the Customer sees fit. To the extent that such intellectual property rights do not vest in the Customer by operation of law, the Supplier hereby assigns (and shall procure that its employees, agents and sub-contractors assign) any and all such intellectual property rights to the Customer (including by present assignment of future rights).
- 6.2 The Supplier hereby irrevocably waives, and shall procure that its employees, agents and sub-contractors irrevocably waive, all moral rights to which it may at any time be entitled in respect of any Work under the Copyright, Designs and Patents Act 1988 as amended from time to time and all similar legislation in force anywhere in the world. This waiver is made in favour of the Customer and its Group and extends to its and their licensees, sub-licensees, assignees and successors in title to any copyright assigned to the Customer in any Work.
- 6.3 The Customer grants the Supplier a non-exclusive, royalty-free, non-transferable and non-sublicensable licence to use its intellectual property rights only for the purposes of and as necessary to supply the Work for the Customer in accordance with an Order.
- 6.4 The Supplier grants the Customer a perpetual and irrevocable, non-exclusive, royalty-free, full transferable and assignable licence in respect of all intellectual property rights (including without limitation copyright in any software or other literary works) subsisting in the Work which do not belong to the Customer under clause 6.1 as reasonably required for the Customer to obtain the full benefit of the Work.
- 6.5 The Supplier shall and shall procure that its agents, employees and sub-contractors shall execute any documents or do anything else reasonably required by the Customer to obtain, maintain, defend, enforce and secure full and free right to use those intellectual property rights referred to in clause 6.1, to provide the moral rights waivers referred to in clause 6.2 and to secure the licence referred to in clause 6.3.
- 6.6 The Supplier will indemnify and hold the Customer and its Group harmless against any claim, demand, proceeding, investigation or other like action from time to time made against the Customer and all losses, liabilities, damages, costs and expenses (calculated on a full indemnity basis and including professional costs and expenses) or damages suffered, made or incurred by the Customer in respect of any third party claim or action that any Work supplied by the Supplier under and in accordance with an Order infringes any patent, copyright, registered design, trade secret, trade mark or any other proprietary right of a third party.

7 Hazardous Goods

- 7.1 If any Work to be supplied under any Order contains any hazardous substances or requires any special precautions to be taken to ensure safety in handling, transport, storage or use, the Supplier shall prior to delivery furnish the Customer with written details of the nature of those substances and/or the precautions to be taken and shall ensure that before despatch appropriate instructions and warnings are clearly and prominently marked or securely attached to any containers into which they are packed. The Supplier is solely responsible for identifying and complying with any such precautions.

8 Warranties

- 8.1 The Supplier warrants that all of the Work supplied by it:
- (i) will be of satisfactory quality, in full accordance with any description and/or specification in the Order or which the Customer may provide the Supplier with from time to time and will be fit for any purpose stated by the Customer prior to or in the Order or held out by the Supplier;
 - (ii) will be free from all defects in design, material and workmanship;
 - (iii) will correspond with any samples provided;
 - (iv) will not infringe any intellectual property rights or other rights of any third party anywhere in the world;
 - (v) will conform with all standards referred to on any part of any goods supplied by the Supplier as part of the Work and in any

product packaging and/or documentation in, with or in relation to which the goods are supplied; and

(vi) will comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Work.

- 8.2 Any services supplied by the Supplier as part of the Work will be performed by appropriately qualified and trained personnel with all due skill, care and diligence and to such high standards of quality stated in the relevant Order or (if none are so stated) as consistent with best industry practice.
- 8.3 The Work will comply with and will be supplied in accordance with all applicable laws (including but not limited to international and domestic anti-trafficking and forced labour, anti-tax evasion, anti-bribery and related laws), standards, codes of practice (whether voluntary or mandatory), statutory requirements or other regulations and the Customer's mandatory supplier policies from time to time as published on the Customer's website which at the date of this Agreement include the Anti-Corruption Policy and Supplier Code of Conduct.
- 8.4 The Supplier shall notify the Customer as soon as it becomes aware of:
- a. any breach, or potential breach of any of the laws or policies outlined in the clause 8; and/or
 - b. any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement or any Order.
- 8.5 The provisions in this clause 8 shall survive any delivery, inspection, acceptance, payment or performance pursuant to the Agreement and shall extend to any replacement, repaired, substitute or remedial Work provided by the Supplier.
- 8.6 The Customer's rights under the Agreement are in addition to the statutory terms implied in favour of the Customer by the Sale of Goods Act 1979 and any other statute.

9 Indemnity

- 9.1 The Supplier shall indemnify on an after-tax basis and hold the Customer harmless against any claim, demand, proceeding, investigation or other like action from time to time made against the Customer and all losses, liabilities, damages, costs and expenses (calculated on a full indemnity basis and including professional costs and expenses) or damages suffered, made or incurred by the Customer as a consequence of or in connection with:
- (i) any breach by the Supplier of the Agreement, any Order or any representation, warranty or condition (express or implied) given by the Supplier;
 - (ii) any act or omission of the Supplier (including the Supplier's employees, agents and sub-contractors) in performing the Agreement or any Order or otherwise in supplying the Work;
 - (iii) any liability which the Customer may incur whether by court proceedings or by a bona fide out-of-court settlement as a result of a third party claim against it under the Consumer Protection Act 1987 (as replaced, amended, consolidated or re-enacted from time to time) or otherwise for death, personal injury or damage to property arising in respect of an alleged defect in the Work; and
 - (iv) any negligent performance or failure or delay in performance of the Agreement or any Order by the Supplier or its employees, agents or sub-contractors.
- 9.2 The Supplier shall not be liable to the Customer for any damage or injury to the extent that the same is directly caused by or arises directly out of the Customer's acts or omissions.

10 Insurance

- 10.1 The Supplier shall maintain with an insurance company of good repute product liability, professional indemnity and any other insurance providing cover consistent at least with the best industry practice of suppliers of work of the type to be supplied by the Supplier to the Customer and in an amount of not less than £1,000,000 for any claim or series of related claims for each such policy.
- 10.2 The Supplier shall provide to the Customer details of cover and a copy of the then-current certificate for each such policy promptly on demand.

11 Cancellation

- 11.1 The Customer may terminate this Agreement or all or any part of any Order without any liability immediately by notice to the Supplier, and without limitation in the following circumstances if the Supplier:
- (i) commits any breach of this Agreement that is not, in the Customer's reasonable opinion, capable of remedy or where the breach can be remedied without any delay to the time for supply under clause 3 the Supplier fails to remedy the breach by the earlier of that time for supply and the date 7 days after the date of the Customer's notice requiring such remediation; or
 - (ii) takes any step or action in connection with being made bankrupt or entering administration, liquidation, any arrangement (other than a solvent restructuring) with creditors or other insolvency proceedings, ceases to or threatens to cease to carry on business or any substantial part of it, has a receiver or administrative receiver appointed over all or part of its assets, compounds with its creditors, becomes subject to an administration order or a bankruptcy order or goes into liquidation or suffers similar proceedings under any competent jurisdiction;
- 11.2 The Customer may terminate this Agreement at its sole discretion without notice if it considers that the Supplier has not complied with clause 8.3, clause 14 to the Customer's satisfaction.
- 11.3 The Customer may terminate this Agreement, or any Order at any time before delivery, on giving the Supplier 30 days' written notice. Clauses 6, 9, 10, 11.5, 12 and 16 shall survive termination or completion of this Agreement and all or any Order(s).
- 11.4 If this Agreement is terminated for any reason:

GROUP TERMS OF PURCHASE

- (i) all rights granted under this Agreement will terminate except for rights, remedies, obligations and liabilities that have accrued up to the date of termination, the Customer's continued right to use the Work supplied under this Agreement and the rights granted to the Customer pursuant to clause 6 of these terms and conditions; and
- (ii) the Supplier will return to the Customer all equipment, materials and property belonging to the Customer or a member of the Group that was supplied in connection with this Agreement or any Order, and shall return to the Customer or destroy (at the Customer's election) any and all of the Customer or the Group's Confidential information in its control or possession.
- 12 Confidentiality**
- 12.1 The Supplier shall keep strictly confidential and not use save in, and as necessary for, performance of the Customer's Orders all technical or commercial know-how, specifications, inventions, processes, initiatives, or other information of or disclosed by the Customer which are of a confidential nature (the "**Confidential Information**") obtained by the Supplier in connection with this Agreement or any Order. The Supplier shall inform its employees, agents and sub-contractors of the requirement of confidentiality, be responsible for their acts and omissions in relation to the Confidential Information and indemnify the Customer against any unauthorised use or disclosure by any of them of such Confidential Information.
- 12.2 This clause survives the expiry or earlier termination of this Agreement.
- 13 Force Majeure**
- 13.1 The Customer shall have no liability to the Supplier or be deemed to be in breach of this Agreement for any failure or delay in performing its obligations under this Agreement, and/or may defer the date of delivery or payment until further notice, cancel the Agreement and any Order placed under it without liability or penalty or reduce the quantity of Work ordered without liability or penalty, as a consequence of any of the following events:
- (i) flood, storm, severe weather conditions or other natural events;
- (ii) war, terrorist action, hostilities, revolution, riot or civil disorder;
- (iii) any destruction, breakdown (permanent or temporary) or malfunction of, or damage to any premises, plant, equipment, materials (including any computer hardware or software or any records) unless by an act or omission of the Customer's employees, agents or sub-contractors;
- (iv) the introduction of, or any amendment to, a law or regulation, or any change in the interpretation or application by any authority;
- (v) any strike, lockout or other industrial action;
- (vi) any obstruction of any public or private highway or road or any event which prevents or obstructs access to the Location;
- (vii) any breach of contract or default by, or insolvency of, a third party (including an agent or sub-contractor); or
- (viii) any other event or circumstance outside the Customer's reasonable control, whether similar or not to any of the foregoing.
- 14 Data Protection**
- 14.1 The parties acknowledge and agree that:
- (i) the Customer is a Data Controller in respect of the Personal Data provided to it by the Supplier under this Agreement (**Supplier Personal Data**);
- (ii) the Supplier may be an independent Data Controller or a Data Processor in respect of the Personal Data provided to it by the Customer under this Agreement (**Customer Personal Data**), depending on the nature of the Work that is being provided pursuant to the relevant Order. Where the Supplier acts as the Customer's Data Processor, the details of processing are:
- (a) Subject matter, purpose and nature of processing: processing of Customer Personal Data as required to provide the Work under the relevant Order, in accordance with the Customer's instructions.
- (b) Duration of processing: the term of the Order, or as otherwise instructed by the Customer
- (c) Type of personal data: to the extent provided to the Supplier or collected by the Supplier in the proper performance of the Work pursuant to the relevant Order, the Personal Data can be of any type
- (d) Categories of Data Subjects: to the extent provided to the Supplier or collected by the Supplier in the proper performance of the Work pursuant to the relevant Order, the Data Subjects can be of any type
- 14.2 Where each party is acting as a Data Controller of the Personal Data that they each provide to one another under the Agreement, they shall each be responsible for complying with the obligations imposed upon a Data Controller by the Data Protection Laws.
- 14.3 The Supplier acknowledges that the Customer Processes the Supplier Personal Data for the purpose(s) set out in the Customer's privacy policy as updated from time to time and as set out at <http://www.accoladewines.com/privacy-policy/> (**Customer Privacy Policy**). Prior to providing the Customer with any Supplier Personal Data, the Supplier shall inform its Data Subjects that the Customer may Process their Personal Data and shall direct all its Data Subjects to the Customer Privacy Policy.
- 14.4 Where and to the extent the Supplier acts as the Customer's Data Processor in connection with an Order, the Supplier shall:
- (i) Process the Customer Personal Data only on the Customer's behalf and in accordance with the Customer's written instructions. The Customer instructs the Supplier to Process the Customer Personal Data only as necessary to provide the Work under and in accordance with the relevant Order and this Agreement), and to comply with the Customer's other reasonable written instructions;
- (ii) inform the Customer immediately, if in the Supplier's reasonable opinion, the Supplier believes that any instructions given by the Customer infringes Data Protection Laws;
- (iii) ensure that its personnel engaged in Processing the Customer Personal Data are subject to enforceable duties of confidence;
- (iv) take appropriate technical and organisational measures to ensure the confidentiality, integrity, availability and resilience of Supplier systems used for Processing Customer Personal Data and protect against the unlawful destruction, loss, alteration, unauthorised disclosure of or access to Customer Personal Data transmitted, stored or otherwise Processed;
- (v) not disclose the Customer Personal Data to any third parties without the consent of the Customer other than expressly permitted by the Agreement or to the extent required by applicable law or regulation;
- (vi) in accordance with clause 16.4 of this Agreement, not authorise a sub-contractor to Process Customer Personal Data without the prior written consent of the Customer. Where the Customer provides such consent, the Supplier shall ensure that the subcontract entered into with the sub-contractor imposes on the sub-contractor the same obligations to which the Supplier is subject under this clause 14.3. The Supplier shall be responsible and liable for the acts, omissions or defaults of its sub-contractors in the performance of obligations under this Agreement or otherwise as if they were the Supplier's own acts, omissions or defaults;
- (vii) not process Customer Personal Data outside the European Economic Area without the prior written consent of the Customer and, where the Customer consents to a transfer, comply with any reasonable instructions notified to it by the Customer. If the Supplier's or its sub-contractor's jurisdiction does not provide an adequate protection of Personal Data (as deemed by the European Commission) or is not covered by a framework recognised by the relevant authorities or courts as providing an adequate level of protection for personal data, such instructions may include the following:
- (a) require the Supplier to enter into the standard contractual clauses for the transfer of personal data to processors established in third countries (2010/87/EU: Commission Decision of 5 February 2010) (**C2P Model Clauses**) with the Customer (as data exporter); or where Supplier's sub-contractor is acting as data importer require the Supplier to procure that its sub-contractor enters into the C2P Model Clauses with the Customer (as data exporter); and
- (b) if C2P Model Clauses become an invalid export solution from the European Economic Area to the Supplier or its sub-contractor's jurisdiction, require the Supplier to suspend such data flows in which case the Supplier will act reasonably in adopting any measures that are reasonably required to ensure the export to the relevant jurisdiction is in compliance with relevant Data Protection Laws;
- (viii) to the extent permitted by law, promptly (and in all cases within 2 business days) notify the Customer upon receipt of a Data Subject Request or any other complaint or request relating to the Customer Personal Data (including from a regulator) and provide such assistance and cooperation as the Customer may reasonably request to allow the Customer to fulfil its contractual or statutory obligations in connection with the Data Subject Request or such other complaint or request relating to the Customer Personal Data;
- (ix) promptly (and in all cases within 2 business days) notify the Customer of a Personal Data Breach and provide all cooperation and information reasonably requested by the Customer in respect of the Personal Data Breach;
- (x) subject to reasonable and appropriate confidentiality undertakings, permit the Customer (or its authorised representative) to inspect and audit the Supplier's data Processing activities (and/or those of its agents, subsidiaries and/or sub-contractors which process the Customer Personal Data on the Supplier's behalf) and comply with all reasonable requests or directions by the Customer to enable it to verify and/or procure that the Supplier is in full compliance with its data protection obligations under this Agreement and take such remedial actions as are reasonably required by the Customer following such audit; and
- (xi) on termination of this Agreement or relevant Order or for whatever reason, or upon written request from the Customer at any time, forthwith cease to use or process any Customer Personal Data received from or on behalf of the Customer, and return to the Customer, or destroy (at the Customer's direction), any Customer Personal Data in the Supplier's possession or control (unless applicable laws require the continued storage of such Personal Data).
- 15 VAT and taxes**
- 15.1 All sums payable are exclusive of any VAT chargeable on the supplies for which such sums (or any part of them) are the whole or part of the consideration for VAT purposes.

GROUP TERMS OF PURCHASE

- 15.2 Where, any party makes a supply to any other party (**Recipient**) for VAT purposes and VAT is or becomes chargeable on that supply for which the supplying party is required to account to the relevant tax authority, the Recipient shall, subject to the receipt of a valid VAT invoice, pay the supplying party (in addition to, and at the same time as, any other consideration for that supply) the amount of such VAT.
- 15.3 Where any party is required to reimburse or indemnify any other party for any cost or expense, that first party shall, subject to the other party providing a valid VAT invoice, reimburse or indemnify the other party for the full amount of the cost or expense, including any VAT on that amount, except to the extent that the other party is entitled to credit or repayment for that VAT from any tax authority.
- 15.4 All taxes, charges, levies, duties, assessments and other fees of any kind imposed on the purchase or import of the Work shall be the responsibility of, and for the account of, the Supplier.
- 15.5 Any reference in this clause 15 to any party shall, at any time when such party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term "representative member" to have the same meaning as in the Value Added Tax Act 1994).

16 General

- 16.1 The Customer engages the Supplier as an independent contractor. Nothing in this Agreement shall create a partnership or the relationship of principal and agent or employer and employee.
- 16.2 If any provision of this Agreement is found by any court or administrative body or competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of this Agreement, such provision shall be deemed modified but only to the extent necessary to make valid and enforceable and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.
- 16.3 Waivers must be in writing and no failure or delay by the Customer to exercise any right, power or remedy shall constitute a waiver of that right, power or remedy. A waiver of any of the Customer's rights, powers or remedies in respect of a breach shall not operate as a waiver of any subsequent breach. No right, power or remedy conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and the rights, power or remedy available to that party and the rights, powers and remedies shall be cumulative.
- 16.4 The Supplier shall not assign, transfer or otherwise deal this Agreement or any of its rights, liabilities or obligations nor shall the Supplier subcontract any of its obligations under it, whether in whole or in part, without first obtaining the Customer's prior written consent. Such consent, if granted, shall not release the Supplier from any of its obligations and liabilities which may exist under this Agreement from time to time and the Supplier shall be responsible for the acts and omissions of its assignees, transferees and subcontractors. The Customer may at any time assign, transfer or otherwise deal in any manner with its rights and obligations under this Agreement.
- 16.5 The Supplier shall notify the Customer in writing as soon as possible after it becomes aware of any actual or potential breach of clause 8.3 or any investigation, formal complaint, allegation or claim relating to any actual or potential breach of clause 8.3.
- 16.6 The Supplier shall promptly provide all such information as the Customer may request regarding the Supplier's compliance with clause 8.3.
- 16.7 All notices which are required to be given under this Agreement shall be in writing and shall be sent to the registered office of the recipient, the email address specified below or such other address as the recipient may designate by notice given in accordance with the provisions of this clause.
- 16.8 Notices should be delivered personally or by first class pre-paid letter or email as a pdf attachment to: contracts@accoladewines.com and shall be deemed to have been served: (i) if by hand before 5pm on a Business Day when delivered and, if not, on the next Business Day, (ii) if by first class post two Business Days after posting, and (iii) if by email as a pdf attachment sent before 5pm on a Business Day when despatched and, if not, on the next Business Day.
- 16.9 Headings to clauses are for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 16.10 Save as set out in clause 1.5, a person who is not a party to this Agreement has no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce rights or benefits under this Agreement, save that any company in the Group shall be entitled to enforce the rights granted to the Customer.
- 16.11 Any forecasts of requirements which may be given by the Customer to the Supplier will be given in good faith but are for information purposes only and are not binding. In no circumstances is a forecast to be considered an Order and any advance manufacture or procurement undertaken shall be at the Supplier's sole risk and expense.
- 16.12 This Agreement and any non-contractual obligations in relation to it shall be governed by and construed in accordance with English law.
- 16.13 The parties agree that the English courts will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter and submit to the exclusive jurisdiction of the English Courts.