# ALDI UK SHORTFORM TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND / OR SERVICES

## Part A – General Terms and Conditions

### A1. INTERPRETATION

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| **ALDI** | ALDI Stores Limited, registered in England and Wales with company number 02321869 and whose registered office is at Holly Lane, Atherstone, Warwickshire, CV9 2SQ; |
| **ALDI's Corporate Responsibility Policies and Sustainability Standards** | ALDI's corporate responsibility policies from time to time, including its policies on harassment, ethical supply chain management, bribery, and tax evasion and ALDI's sustainability standards as notified to the Supplier by ALDI, from time to time, including the ALDI Business Partner Sustainability Standards (https://sustainability.aldisouthgroup.com/files/business-partner-sustainability-standards); |
| **ALDI Data** | all Documents which: (a) are supplied or otherwise provided to the Supplier by or on behalf of ALDI; and (b) the Supplier is required to generate, process, store or transmit pursuant to this Agreement; |
| **ALDI Equipment** | any equipment, systems, cabling or facilities provided by ALDI and used directly or indirectly in the supply of the Goods and Services; |
| **ALDI Materials** | any Documents, items and materials provided by ALDI for use by the Supplier in the provision of the Services or the supply of the Goods; |
| **Applicable Law** | the laws of the United Kingdom and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Goods, Services or this Agreement; |
| **Charges** | the Goods Charges and/or the Service Charges (as applicable in the context); |
| **Deemed Employment** | an engagement to which section 61M(d) of the Income Tax (Earnings and Pensions) Act 2003 applies; |
| **Deliverables** | all Documents developed by the Supplier or the Supplier's Team in relation to the Goods and Services in any form; |
| **Delivery** | completion of the delivery of the Goods specified in an Order in accordance with Clause B3.2 or Clause B3.4.1; |
| **Delivery Date / Delivery Location** | the date / location specified for the delivery of the Goods, as specified in an Order or otherwise agreed by the parties in writing; |
| **Document** | includes information, materials and data in all forms including any writing, drawing, database, map, plan, prototype, finished product, diagram, sound, design, picture or other image whether on paper, tape, e-mail, fax, disk or other device or record (whether electronic, magnetic, optical, tangible or otherwise); |
| **Employment Regulations** | Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246); |
| **Expenses** | the cost of hotel, subsistence, travelling and any other ancillary expenses, in each case reasonably and properly incurred by members of the Supplier's Team in connection with the provision of the Goods and Services; |
| **Good Industry Practice** | the standards that fall within the upper quartile of a skilled, experienced and qualified provider of goods and services similar or identical to the Goods and Services; |
| **Goods** | the goods to be provided by the Supplier under this Agreement, as set out in the Order, or as otherwise agreed by the parties in writing; |
| **Goods Charges** | the charges for the Goods described in the Order, or otherwise agreed by the parties in writing; |
| **Goods Specification** | any specification for the Goods agreed by the parties in writing (or if there is no such agreement, otherwise provided to ALDI by the Supplier); |
| **Initial Term** | any such period: (a) specified as the "Initial Term" in the Order; or (b) otherwise agreed between the parties in writing; |
| **Intellectual Property Rights** | all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world; |
| **Losses** | claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, penalties, interest, damages and expenses (including reasonable legal and other professional fees and expenses (and any VAT thereon)); |
| **Off-Payroll Working Rules** | the rules in Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003; |
| **Operational Disruption** | a virus, vulnerability, security disruption or other disruption, whether through information and communications technology systems, networks and information systems, or otherwise, which would materially impair the performance of the Supplier or the soundness or continuity of its services and activities; |
| **Operational Resilience** | means the ability of the Supplier in relation to the identification of and preparation for a response and adaptation to, recovering and learning from, an Operational Disruption (for example, a cyberattack or power supply failure); |
| **Order** | an order for Goods or Services submitted by ALDI in in connection with these terms (and "Ordered" shall be construed accordingly); |
| **Order Number** | the reference number to be applied to an Order by the Supplier in accordance with Clause B1.1.2; |
| **Replacement Services** | any services which are identical or substantially similar to any of the Services and which ALDI receives in substitution for any of the Services, whether those services are provided by ALDI internally or by any Replacement Supplier; |
| **Replacement Supplier** | any third-party supplier of Replacement Services appointed by ALDI from time to time; |
| **Services** | the services to be provided by the Supplier under this Agreement, as set out in the Order, or otherwise agreed by the parties in writing; |
| **Service Charges** | means the charges for the Services described in the Order or otherwise agreed between the parties in writing; |
| **Service Specification** | any specification for the Services set out in the Order or otherwise agreed between the parties in writing; |
| **Specification** | as applicable in the context, the Goods Specification and/or Service Specification; |
| **Start Date** | means the date: (a) specified as the "Start Date" in the Order (if any); (b) otherwise agreed as such between the parties in writing; or (c) if neither (a) or (b) apply, the date of the Order; |
| **Supplier** | means the party defined as such in the Order; |
| **Supplier's Team** | all employees, officers, consultants, agents, subcontractors and any other persons which the Supplier engages in relation to the Goods and Services (whether incorporated or otherwise); |
| **Warranty Period** | any warranty period for the Goods set out in the Order or otherwise agreed between the parties in writing; and |
| **Working Day** | a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business. |

1.1. A reference to "writing" or "written" includes e-mail and such other forms of electronic communication as may be requested by ALDI from time to time.

1.2. Where the words "include(s)" or "including" are used in this Agreement, they are deemed to have the words "without limitation" following them.

1.3. If there is an inconsistency between any of the Parts of this Agreement, or the documents referred to in it, they shall prevail in the following decreasing order of precedence:

1.3.1. the Order;

1.3.2. if the Supplier is supplying Goods to ALDI – Part B (Additional Terms and Conditions (Goods));

1.3.3. Part A (General Terms and Conditions); and

1.3.4. ALDI's Corporate Responsibility Policies and Sustainability Standards.

### A2. COMMENCEMENT AND DURATION

2.1. The Supplier shall provide the Goods and Services from the Start Date (or, if the Start Date precedes the date of the Order, shall be deemed to have been providing the Goods and Services from the Start Date).

2.2. Following the Start Date, the Goods and Services shall be supplied:

2.2.1. for the Initial Term (if any); and

2.2.2. until the Goods / Services have been provided,

unless in each case this Agreement is terminated earlier in accordance with Clause A12.

### A3. SUPPLIER'S OBLIGATIONS

3.1. The Supplier shall:

3.1.1. provide the Goods and Services, and deliver the Deliverables to ALDI, on the terms of this Agreement, and shall allocate sufficient resources to the Services to enable it to comply with this obligation;

3.1.2. promptly provide ALDI with such cooperation and assistance as ALDI may reasonably request in relation to the Goods, Services, this Agreement, Applicable Laws, the Supplier's performance of its obligations under it, and all related tax, regulatory or legal matters, including all cooperation reasonably requested by ALDI to ensure ALDI's compliance with Applicable Laws and related tax, regulatory or legal matters in connection with this Agreement;

3.1.3. provide such information as ALDI may reasonably request in a timely manner, and ensure that it is accurate in all material respects;

3.1.4. ensure that the Supplier's Team is sufficiently staffed, and that all members are suitably skilled, experienced and qualified to provide the Goods and Services in accordance with this Agreement;

3.1.5. observe, and ensure that the Supplier's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of ALDI's premises;

3.1.6. notify ALDI as soon as it becomes aware of any health and safety hazards, issues or material incidents which arise in relation to the Goods or Services;

3.1.7. obtain (and at all times maintain) all necessary licences, registrations and consents and comply with all Applicable Laws in relation to:

(a) the Goods, Services and this Agreement;

(b) the use of all ALDI Data, ALDI Equipment, and any Documents provided to ALDI by the Supplier or the Supplier's Team relating to the Goods and Services; and

(c) the payment of any packaging taxes and/or compliance costs applicable to any Goods (including registering with, and accounting to HM Revenue and Customs (or any other applicable regulatory or public body)),

(the "**Legal Requirements**");

3.1.8. on ALDI's request, provide ALDI with such information and assistance as it may request to ensure ALDI's compliance with the Legal Requirements (including any information requested by any relevant governmental, regulatory or public body, such as HM Revenue and Customs);

3.1.9. ensure that all vehicles used in connection with this Agreement that can be assessed against the Euro 6 emissions standards (Regulation (EU) No 582/2011) are and remain compliant with that standard (however it is given effect under Applicable Law);

3.1.10. provide ALDI with such information and documentation as it may reasonably require from time to time, and promptly inform ALDI of any material change to any such information or documentation previously provided, in order for ALDI to:

(a) determine whether the engagement of any of the Supplier's Team in the performance of this Agreement is or will be within the Off-Payroll Working Rules; and

(b) comply with any obligation on ALDI to deduct or account for tax or National Insurance contributions from the Charges as a result of such engagement falling within the Off-Payroll Working Rules;

3.1.11. comply with the Equality Act 2010 and take all reasonable steps to prevent harassment and sexual harassment of any ALDI employee or worker by the Supplier and/or the Supplier's Team including but not limited to the Supplier having appropriate anti-harassment training and policies and procedures in place;

3.1.12. cooperate with ALDI in relation to any investigation pertaining to any complaints or allegations of harassment and/or sexual harassment by the Supplier's Team against any ALDI employee or worker; and

3.1.13. cooperate with and use all reasonable endeavours to procure the immediate removal of any of the Supplier's Team from ALDI premises in the event a complaint or allegation of harassment and/or sexual harassment by the Supplier's Team against any ALDI employee or worker is made and ALDI requests such a removal.

3.2. The Supplier acknowledges and agrees that:

3.2.1. if it considers that ALDI is not, or may not, be complying with any of ALDI's obligations, it shall only be entitled to rely on this as relieving the Supplier's performance under this Agreement:

(a) to the extent that it prevents the provision of the Goods or Services by the Supplier; and

(b) if the Supplier, promptly after the actual or potential non-compliance has come to its attention, has notified details to ALDI in writing,

3.2.2. ALDI may provide the Supplier's Team with access to certain software and systems to enable the Supplier to perform the Services (the "**ALDI Systems**"). In the event that access to the ALDI Systems cease to be employed or engaged by the Supplier in relation to this Agreement, the Supplier shall:

(a) inform ALDI as soon as reasonably possible; and

(b) provide ALDI with the individual's login details for all ALDI Systems,

in each case to enable ALDI to promptly deactivate dormant user accounts.

3.3. Unless otherwise agreed with ALDI in writing, the Supplier shall (and shall ensure that the Supplier's Team shall) comply with such instructions as ALDI may issue in respect of the use of the "SAP Ariba" procurement and invoicing solution ("**SAP Ariba**") from time to time, including providing invoices and other relevant information requested by ALDI:

3.3.1. via SAP Ariba;

3.3.2. in the format(s) specified by ALDI (which may include specifications as to document structure and layout required to ensure compatibility with SAP Ariba); and

3.3.3. against any relevant Order(s) provided by ALDI in respect of the relevant Goods and/or Services.

### A4. ALDI'S OBLIGATIONS

4.1. ALDI shall:

4.1.1. reasonably co-operate with the Supplier in all matters relating to the Goods and Services; and

4.1.2. provide, in a timely manner, such information as the Supplier may request and ALDI considers reasonably necessary for the Supplier to provide the Goods and Services.

4.2. ALDI reserves the right to refuse the Supplier's Team access to ALDI's premises for any reason. Such access shall, in any event, only be given to the extent necessary for the provision of the Goods and/or Services. ALDI shall, at all times, be entitled to request the immediate removal of any of the Supplier's Team from ALDI premises in the event a complaint or allegation of harassment and/or sexual harassment by the Supplier's Team against any ALDI employee or worker is made.

4.3. Unless otherwise agreed between the parties in writing:

4.3.1. nothing in this Agreement shall imply any form of exclusivity in favour of the Supplier;

4.3.2. ALDI shall, at all times, be entitled to appoint other suppliers to provide the Goods and Services or goods and services materially the same as the Goods and Services; and

4.3.3. notwithstanding any exclusivity which is separately granted by ALDI to the Supplier, ALDI shall, at all times, be entitled to run tender processes with other suppliers in respect of the Goods and Services or goods and services materially the same as the Goods and Services.

## A5. CHARGES AND PAYMENT

5.1. Charges may be payable under this Agreement for a number of different reasons, see Clauses A5.2 to A5.6 (below, inclusive). Charges raised under each of these separate Clauses will be treated and invoiced separately by the Supplier.

5.2. ALDI shall pay any agreed fixed charges on achieving the condition required for payment set out in the Order or otherwise agreed between the parties in writing. The Supplier shall invoice ALDI for such Charges that are then payable, together with, if applicable, the Expenses.

5.3. ALDI shall pay any agreed instalments or milestone payments on achieving the relevant date or milestone set out in the Order or otherwise agreed between the parties in writing, with each payment being conditional on the Supplier having provided the relevant Goods / Services for the period in question. For weekly / monthly instalments, the Supplier shall, on the last Working Day of the week / month in question, invoice ALDI for the Charges that are then payable, together with, if applicable, the Expenses.

5.4. Where sums are payable on a time spent basis:

5.4.1. the Charges payable for the Services shall be calculated in accordance with the agreed fee rates;

5.4.2. the Supplier's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day;

5.4.3. the Supplier shall charge on a pro-rata basis for part-days worked by the Supplier's Team;

5.4.4. the Supplier shall ensure that the members of the Supplier's Team complete time sheets recording time spent on the Service;

5.4.5. the Supplier shall use such time sheets to calculate the Charges covered by each monthly invoice referred to in Clause A5.4.8 below;

5.4.6. ALDI reserves the right to challenge the content of any such time sheets and require the Supplier to substantiate the work set out upon it;

5.4.7. entries which the Supplier cannot substantiate shall be removed from the timesheet and any relevant invoices shall be revised accordingly; and

5.4.8. the Supplier shall invoice ALDI, on the last Working Day of each month in arrears, for its Charges for time for the month concerned, calculated as provided in this Clause A5.4 and, if applicable, Clause A5.5 below. Each invoice shall provide a detailed breakdown of the time each member of the Supplier's Team has spent providing the Services.

5.5. Where the parties have agreed, in writing, that ALDI is to make separate payment for Expenses:

5.5.1. each invoice shall provide a detailed breakdown of the Expenses for the period to which the invoice relates;

5.5.2. invoices in respect of Expenses shall only be payable by ALDI if accompanied by relevant receipts; and

5.5.3. unless otherwise agreed with ALDI in writing, the Expenses shall be invoiced by the Supplier at cost.

5.6. No charges for Expenses shall be payable by ALDI unless expressly agreed by ALDI in writing.

5.7. Invoices due under this Clause A5 shall, at ALDI's written request, be submitted to:

5.7.1. ALDI's central administration office;

5.7.2. the administration office(s) for the relevant ALDI region; or

5.7.3. ALDI's suppliers or other third-parties for payment in accordance with agreements between ALDI and such suppliers or third-parties. The Supplier shall promptly inform ALDI of any delay or failure to pay by any such supplier or other third-party.

5.8. All Charges exclude VAT, which shall be added to invoices at the appropriate rate. The Supplier will promptly inform ALDI of any questions it has regarding the payment of VAT, including applicable rates.

5.9. Notwithstanding any request under Clause A5.7 above, when an invoice is properly due and submitted under this Agreement ALDI will issue a payment instruction to its payment provider on the 45th day following the date of the Supplier's invoice (unless that day is not a Working Day, in which case the payment instruction will be issued on the next following Working Day).

5.10. Unless otherwise agreed by the parties in writing, payments will be made by bank transfer. No sums shall be payable with regard to any sum or sums which are subject to a bona fide dispute.

5.11. If a party fails to pay any amount payable by it under this Agreement, the party due payment may charge the defaulting party interest on the overdue amount from the due date up to the date of actual payment, after as well as before judgment, at the rate of four percent (4%) per annum above the base lending rate from time to time of the Bank of England. Such interest shall accrue on a daily basis and the defaulting party shall pay the interest immediately on demand.

5.12. The Supplier shall:

5.12.1. maintain complete and accurate records of the time spent and Charges raised by the Supplier in providing the Goods and Services in such form as ALDI shall reasonably approve; and

5.12.2. allow ALDI to inspect such records at all reasonable times on request.

## A6. QUALITY AND REMEDIES

6.1. The Supplier warrants to ALDI that:

6.1.1. the Supplier will provide the Goods and Services exercising all due skill and care and in accordance with Good Industry Practice;

6.1.2. the Goods and Services will conform with the Specification(s);

6.1.3. the Goods, Services and Deliverables will be provided in accordance with all Applicable Laws; and

6.1.4. it will monitor its performance against its obligations in this Agreement.

6.2. If the Supplier becomes aware of a material breach of this Agreement (or that such a breach or failure is imminent), the Supplier shall promptly use all reasonable endeavours to:

6.2.1. notify ALDI as soon as reasonably practicable;

6.2.2. minimise the impact of the material breach of this Agreement on ALDI; and

6.2.3. prevent and/or correct that material breach of this Agreement.

6.3. ALDI's rights under this Agreement are in addition to the statutory terms implied in favour of ALDI by the Supply of Goods and Services Act 1982, the Sale of Goods Act 1979 and any other Applicable Law.

6.4. The provisions of this Clause A6 shall extend to any substituted or remedial goods or services provided by the Supplier.

6.5. If any Goods and / or Services are not supplied in accordance with, or the Supplier fails to comply with, any terms of this Agreement (including missing any performance deadlines), ALDI shall be entitled (without prejudice to any other right or remedy) to exercise any one or more of the following rights or remedies:

6.5.1. to refuse to accept the provision of any further Goods or Services by the Supplier;

6.5.2. to require the Supplier, without charge to ALDI, to carry out such additional work as is necessary to correct the Supplier's failure;

6.5.3. to purchase substitute goods and services from a third-party provider; and / or

6.5.4. in any case, to claim such damage, cost, expense or loss as it may have reasonably sustained or incurred in connection with the Supplier's breach (or breaches) of this Agreement.

## A7. INTELLECTUAL PROPERTY RIGHTS

7.1. The Supplier assigns to ALDI, with full title guarantee and free from all third-party rights, the Intellectual Property Rights and all other rights in the products of the Services (including the Deliverables and any new Goods developed with ALDI as a result of or in connection with the Supplier's performance of this Agreement).

7.2. The Supplier, and its licensors, shall retain ownership of all Intellectual Property Rights that are owned by, or licensed to, the Supplier and which are, or have been, developed independently of this Agreement ("**Supplier Background Intellectual Property Rights**"). The Supplier grants to ALDI a fully paid up, worldwide, non-exclusive, royalty free, perpetual and irrevocable licence to copy and modify the Supplier Background Intellectual Property Rights for the purpose of receiving, copying, adapting, developing and or using the Goods, Services and Deliverables as may be required from time to time. The rights granted in this Clause A7.2 may be sublicensed by ALDI as it may deem necessary from time to time.

7.3. The Supplier shall, at ALDI's request, promptly:

7.3.1. do (or procure to be done) all such further acts and things and execute (or procure to be executed) all such other documents as ALDI may from time to time require for the purpose of securing for ALDI the full benefit of this Agreement. This benefit shall include all rights, title and interests in and to the Intellectual Property Rights and all other rights assigned to ALDI in accordance with Clause A7.1 above; and

7.3.2. obtain waivers of any moral rights connected to the Intellectual Property Rights assigned in accordance with Clause A7.1 above to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

7.4. In respect of the ALDI Materials:

7.4.1. ALDI and its licensors shall retain ownership of all Intellectual Property Rights in the ALDI Materials ("**ALDI IP**");

7.4.2. the Supplier shall only use the ALDI Materials and the ALDI IP for the purposes of supplying the Goods and providing the Services and in accordance with any ALDI guidelines, policies or instructions for their use; and

7.4.3. on termination of this Agreement for any reason, the Supplier shall immediately stop using the ALDI Materials and the ALDI IP.

## A8. INDEMNITY, TUPE AND THE LIMITATION OF LIABILITY

8.1. The Supplier shall indemnify and hold ALDI harmless in full for and against all Losses awarded against, or incurred or paid by ALDI as a result of or in connection with:

8.1.1. any alleged or actual infringement, whether or not under English law, of any third-party's Intellectual Property Rights or other rights arising out of the use or supply of:

(a) the products of the Services (including the Deliverables); or

(b) the Goods.

8.1.2. any claim made against ALDI by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Deliverables or Goods, to the extent that the defect in the Deliverables or Goods is attributable to the acts or omissions of the Supplier or the Supplier's Team;

8.1.3. any determination that the engagement of any of the Supplier's Team in the performance of this Agreement is Deemed Employment, including any income tax, National Insurance and social security contributions payable by ALDI as a result of such determination (where such recovery is not prohibited by law), but excluding any income tax or National Insurance contributions deducted by ALDI from the Charges prior to payment to the Supplier in respect of Deemed Employment;

8.1.4. the Supplier's (or Supplier's Team's) delayed, incomplete, inaccurate or otherwise erroneous completion of any process, declaration or other documentation relating to taxes, assessments, duties, permits, tariffs, rates, royalties, licence fees or other fees in relation to the Goods, Services or this Agreement, including:

(a) the incorrect declaration of ALDI as an importer of the Goods;

(b) the incorrect, inaccurate or otherwise erroneous provision of data to any customs authority;

(c) the improper use of ALDI's corporate, regulatory, governmental, or tax related registrations, references, or other unique identifiers (e.g. EORI number); and

(d) where the Supplier provides the relevant information to ALDI for the purposes of ALDI's own declaration or other documentation; and

8.1.5. any enforcement action taken and/or claim made against ALDI by ALDI's employees or agents or by any customer or third party to the extent that it relates to or arises from:

(a) the breach or negligent performance or failure or delay in performance of this Agreement by the Supplier; or

(b) any act or omission on the part of the Supplier or the Supplier's Team; or

(c) any breach of any of the Supplier's obligations in this Agreement which is to be performed by the Supplier under the Equality Act 2010 including in relation to harassment and any failure to take all reasonable steps to prevent harassment and/or sexual harassment.

8.2. The Supplier shall indemnify and hold harmless ALDI and/or any Replacement Supplier in full for and against all Losses awarded against, or incurred or paid by ALDI and/or any Replacement Supplier as a result of or in connection with:

8.2.1. the termination of the employment of any employees who transfer to ALDI or would transfer to ALDI and/or any Replacement Supplier on the expiry or termination (in whole or in part) of this Agreement by operation of the Employment Regulations or otherwise (the "**Employees**");

8.2.2. anything done or omitted to be done by the Supplier or the Supplier's Team in respect of any of the Employees whether before or after the date of expiry or termination (in whole or in part) of this Agreement;

8.2.3. all and any claims in respect of all emoluments and outgoings or otherwise in relation to the Employees (including all wages, bonuses, PAYE, National Insurance contributions, pension contributions and otherwise) accrued during, or payable in relation to, the period, before their transfer to ALDI and/or any Replacement Supplier;

8.2.4. any claim made at any time by any employee of the Supplier arising out of their employment with the Supplier; and

8.2.5. any failure by the Supplier to comply with its obligations pursuant to the Employment Regulations.

8.3. During the currency of this agreement the Supplier shall provide to ALDI and/ or any Replacement Supplier any information ALDI and/ or the Replacement Supplier may reasonably require relating to any individual employed, assigned or engaged in providing the Services under this Agreement (subject to Applicable Law).

8.4. Nothing in this Agreement shall limit or exclude the liability of either party for the deliberate default or wilful misconduct of that party, its employees, agents or subcontractors.

8.5. Without prejudice to Clauses A8.1, A8.2, A8.4, B3.3.3 and B4.2.3, neither party shall be liable to the other, whether in contract, tort or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any special, indirect or consequential damage or loss (including loss of goodwill) suffered by the other party that arises under or in connection with this Agreement.

8.6. Without prejudice to Clause A8.4 above, or ALDI's obligation to pay the Charges, neither party's total liability to the other party for any claim or series of claims in aggregate arising under or in connection with this Agreement in any calendar year, whether arising in contract, tort or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall exceed the greater of:

8.6.1. one million pounds sterling (£1,000,000); and

8.6.2. one hundred and fifty percent (150%) of the total Charges paid and payable by ALDI under this Agreement in that year.

## A9. INSURANCE

9.1. The Supplier shall effect and maintain, a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of this Agreement, including death or personal injury and loss of or damage to property.

## A10. CONFIDENTIALITY AND PUBLICITY

10.1. Both parties shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to them by the other party, its employees, officers, agents, consultants or subcontractors, and any other confidential information concerning the disclosing party's business or products which the receiving party may obtain (including, in respect of the Supplier, the ALDI Data). Such confidential material may only be disclosed:

10.1.1. by the Supplier, to those members of the Supplier's Team that need to know it for the purpose of discharging the Supplier's obligations to ALDI;

10.1.2. by ALDI, to those of its employees, officers, consultants, advisers, agents and subcontractors that need to know it for or in connection with the performance of this Agreement; and

10.1.3. by both parties, as may be required by law, court order or any governmental or regulatory authority.

10.2. Each party shall, respectively, be responsible for any breaches of the obligation of confidentiality in Clause A10.1 above which is committed by any person to whom they make a disclosure under Clauses A10.1.1 and A10.1.2 above.

10.3. The Supplier shall:

10.3.1. ensure that the members of the Supplier's Team are subject to obligations of confidentiality corresponding to those which bind the Supplier; and

10.3.2. not use, or allow the use of, ALDI's confidential information for any purpose other than to perform its obligations under this Agreement.

10.4. All ALDI Data, ALDI Equipment and all other materials, equipment and tools, drawings, specifications and data supplied by ALDI to the Supplier shall, at all times:

10.4.1. be and remain the exclusive property of ALDI;

10.4.2. be held by the Supplier in safe custody at its own risk;

10.4.3. be maintained and kept in good condition by the Supplier until returned to ALDI; and

10.4.4. not be disposed of or used other than in accordance with ALDI's written instructions or authorisation.

10.5. The Supplier shall not, without ALDI's prior written consent:

10.5.1. make, or permit any person to make, any public announcement, press release or similar communications concerning this Agreement or the relationship of the parties;

10.5.2. use the "ALDI" name or brand in any marketing material;

10.5.3. publish or permit to be published (either alone or in conjunction with any other person) any information, articles, photographs or

other illustrations relating to or connected with the "ALDI" name or brand, this Agreement or the work of ALDI's officers or employees; or

10.5.4. save as may be required in relation to legal proceedings, whether through any form of statement, act, or omission, bring ALDI into disrepute.

### A11. COMPLIANCE

11.1. The Supplier shall:

11.1.1. comply with Applicable Laws relating to:

(a) bribery and corruption (including the Bribery Act 2010);

(b) modern slavery and bonded labour (including the Modern Slavery Act 2015); and

(c) tax evasion (including the Criminal Finances Act 2017);

11.1.2. not, and shall use all reasonable endeavours to ensure that the Supplier's Team does not, engage in any activity, practice or conduct which would:

(a) constitute an offence under section 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

(b) constitute an offence under section 1 or 2 of the Modern Slavery Act 2015;

(c) cause or lead ALDI to commit an offence under section 45(1) or section 46(1) of the Criminal Finances Act 2017;

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

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

11.1.3. warrant and represent that neither the Supplier or any member of the Supplier's Team has been convicted of any offence involving: bribery; facilitation or involvement in modern slavery or bonded labour; tax evasion; or the facilitation of tax evasion, of the kind, or materially similar to the kind, set out in Clause A11.1.2 above;

11.1.4. comply with ALDI's Corporate Responsibility Policies and Sustainability Standards;

11.1.5. comply, and ensure that its related companies, suppliers and sub-contractors involved in the supply of Goods or Services to ALDI ("**Supplier Affiliates**") comply with any and all applicable sanctions, restrictions and/or prohibitions on commercial or other transactions (whether applicable to the Supplier, Supplier Affiliate or ALDI ) under statute, regulation, rule or rulings published from time to time by a governmental entity;

11.1.6. have, and will maintain in place, effective accounting procedures and internal controls necessary to record all expenditure in connection with this Clause A11.1;

11.1.7. take such internal organisational measures as are required to ensure compliance with this Clause A11.1 (including the completion of risk assessments and the training of relevant personnel);

11.1.8. from time to time, at ALDI's request, provide in writing:

(a) confirmation that it has complied with Clauses A11.1.1 to A11.1.7 (inclusive) above; and

(b) such information as may be reasonably requested by ALDI in support of such compliance with the Applicable Laws referred to in this Clause A11.1 (including information required to support ALDI's own compliance, risk assessments and due diligence); and

11.1.9. notify ALDI as soon as practicable of any breach of this Clause A11.1 of which it becomes aware.

11.2. The Supplier warrants that its business practices, and the Charges and conditions it offers to ALDI, do not breach any prohibition on cartels or anti-competitive business practices.

11.3. Breach of any of the undertakings in this Clause A11 shall be deemed to be an irremediable material breach of this Agreement for the purpose of Clause A12.2.1.

### A12. TERMINATION

12.1. Without prejudice to any other rights or remedies which ALDI may have, ALDI may terminate this Agreement:

12.1.1. on giving no less than one month's written notice to the Supplier; or

12.1.2. immediately on giving written notice if:

(a) there is a change of control of the Supplier (as defined in section 574 of the Capital Allowances Act 2001); or

(b) the engagement of any of the Supplier's Team in the performance of this Agreement is determined by HM Revenue & Customs to be Deemed Employment; or

(c) the Supplier breaches its obligations under this Agreement in relation to the Equality Act 2010 including but not limited to in relation to harassment and/or failing to take all reasonable steps to prevent harassment and/or sexual harassment of any ALDI employee or worker by the Supplier and/or the Supplier's Team and/or failing to cooperate with related investigations and/or use all reasonable endeavours to procure the immediate removal of any of the Supplier's Team from ALDI premises in the event a complaint or allegation of harassment and/or sexual harassment by the Supplier's Team against any ALDI employee or worker is made and ALDI requests such a removal.

12.2. Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement immediately on giving written notice to the other if:

12.2.1. the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within ten (10) Working Days of that party being notified in writing of the breach;

12.2.2. the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

12.2.3. the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy;

12.2.4. the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or:

(a) (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(b) (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; or

(c) (being a partnership) has any partner to whom any of the conditions set out in Clause A12.2.4(b) above apply;

12.2.5. the other party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors;

12.2.6. a resolution is passed, or an order is made, for or in connection with the winding up of the other party;

12.2.7. an administrator is appointed over the other party;

12.2.8. a floating charge holder over the assets of that other party has appointed an administrative receiver over those assets;

12.2.9. a receiver is appointed over all or part of the assets of the other party;

12.2.10. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within ten (10) Working Days;

12.2.11. the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

12.2.12. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause A12.2.4. to Clause A12.2.11 above (inclusive); or

12.2.13. the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

12.3. On termination of this Agreement for any reason:

12.3.1. the Supplier shall assist ALDI and/or any Replacement Supplier to the extent reasonably required to facilitate the smooth migration of the provision of the Goods and Services to ALDI or the Replacement Supplier; and

12.3.2. the Supplier shall immediately deliver to ALDI:

(a) all ALDI Data and ALDI Materials; and

(b) all specifications, programs (including source codes) and other documentation comprised in the Deliverables and existing at the date of such termination, whether or not then complete. All Intellectual Property Rights in such materials shall automatically pass to ALDI (to the extent that they have not already done so) by virtue of Clause A7.1.

12.4. Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

12.5. Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect, including: Clauses A7 (Intellectual Property Rights), A8 (Indemnity, TUPE and the Limitation of Liability), A9 (Insurance), A10 (Confidentiality and Publicity), A12 (Termination), and A19 (Governing Law and Jurisdiction) and B4 (Acceptance and Defective Goods).

### A13. VARIATION

13.1. No variation of this Agreement shall be valid unless it:

13.1.1. is in writing;

13.1.2. makes reference to this Agreement; and

13.1.3. is explicitly consented to by, or on behalf of, each of the parties.

This may be done via exchange of e-mails.

### A14. ENTIRE AGREEMENT

14.1. This Agreement and any documents referred to in it constitute the entire agreement between the parties and supersede and extinguish all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this Agreement.

14.2. To the extent permitted by Applicable Law, this Agreement applies to the exclusion of any other terms that the Supplier seeks to impose or incorporate (whether through its invoices, delivery notes, proposals or otherwise) or which are implied by trade, custom, practice or course of dealing.

### A15. ASSIGNMENT

15.1. The Supplier shall not, without ALDI's prior written consent, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this Agreement.

15.2. ALDI may, at any time assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this Agreement.

15.3. Each party shall be responsible for the acts, defaults and omissions of its subcontractors as if they were its own. No consent given under this Clause A15 shall relieve the Supplier of any of its obligations under this Agreement.

### A16. NO PARTNERSHIP, AGENCY OR EMPLOYMENT

16.1. Neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

16.2. Nothing in this Agreement shall render any individual member of the Supplier's Team an employee or worker of ALDI.

### A17. RIGHTS OF THIRD PARTIES

17.1. A person who is not a party to this Agreement shall not have any rights under or in connection with it.

### A18. NOTICES

18.1. A notice given to a party under or in connection with this Agreement:

18.1.1. shall be in writing in English; and

18.1.2. shall be, delivered personally, sent by commercial courier, sent by pre-paid first-class post or recorded delivery, sent by e-mail; or sent by airmail requiring signature on delivery, to the other party's typical business contact for this Agreement.

18.2. The provisions of this Clause A18 shall not apply to the service of any process in any legal action or proceedings.

### A19. GOVERNING LAW AND JURISDICTION

19.1. This Agreement, 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), shall be governed by, and construed in accordance with, English law. The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any such disputes or claims.

### A20. OPERATIONAL RESILIENCE

20.1. The Supplier shall implement and test business contingency plans and have in place information and communications technology security measures, tools and policies that provide an appropriate level of security having regard to the nature of the Goods and/or Services and any security requirements notified by ALDI from time to time. The Supplier shall, upon request from ALDI, provide details of its governance processes or procedures relating to its Operational Resilience, including without limitation, resilience policies or frameworks.

## Part B – Additional Terms and Conditions – Goods

Please note that this Part B will only apply to this Agreement if the Supplier is supplying ALDI with Goods

### B1. ORDERS

1.1 The Supplier shall:

1.1.1 supply Goods in accordance with the Order;

1.1.2 assign an Order Number to each Order received from ALDI and notify such Order Numbers to ALDI; and

1.1.3 use the relevant Order Number in all subsequent correspondence relating to the Order.

1.2 ALDI may at any time prior to despatch of the Goods amend or cancel an Order by written notice to the Supplier. If ALDI amends or cancels an Order, its liability to the Supplier shall be limited to payment to the Supplier of all costs reasonably incurred by the Supplier in fulfilling the Order up until the date of receipt of the notice of amendment or cancellation, except that where the amendment or cancellation results from the Supplier's failure to comply with its obligations under this Agreement ALDI shall have no liability to the Supplier in respect of it.

### B2. MANUFACTURE, QUALITY AND PACKING

2.1 The Goods supplied to ALDI by the Supplier under this Agreement shall:

2.1.1 conform to the Goods Specification;

2.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by ALDI;

2.1.3 be free from defects in design, material and workmanship and remain so after Delivery for the Warranty Period; and

2.1.4 comply with all Applicable Laws.

2.2 The Supplier shall:

2.2.1 (where it is the manufacturer of the Goods) manufacture, and in any event pack, package, mark, handle, store and deliver the Goods in accordance with:

(a) Applicable Laws; and

(b) Good Industry Practice;

2.2.2 ensure that the Goods are properly packed and secured in such manner as to enable them to reach the Delivery Location in good condition; and

2.2.3 obtain and maintain, at its own cost, all licences, permissions, authorisations, consents and permits needed to (where it is the manufacturer of the Goods) manufacture and in any event pack, package, mark, handle and store the Goods in accordance with the terms of this Agreement.

### B3. DELIVERY

3.1 The Supplier shall:

3.1.1 deliver the Goods specified in each Order to the Delivery Location on the Delivery Date;

3.1.2 not deliver an Order in advance of the Delivery Date without ALDI's prior written consent;

3.1.3 not deliver Orders by instalments without ALDI's prior written consent;

3.1.4 obtain, at its own cost, such import licences, export licences and other consents as are required in relation to the Delivery of the Goods from time to time; and

3.1.5 make the licences and consents referred to in Clause B3.1.4 above available to ALDI prior to the relevant Delivery.

3.2 Delivery of an Order shall be complete on the later of:

3.2.1 the completion of unloading of the Order at the Delivery Location; or

3.2.2 if required by ALDI and described as part of the Services in the Order, the completion of the installation of the Goods.

3.3 If an Order is not delivered on the specified Delivery Date, then, without limiting any other right or remedy ALDI may have, ALDI may:

3.3.1 refuse to take any subsequent attempted delivery of the Order;

3.3.2 obtain substitute goods from another supplier and recover from the Supplier any costs and expenses reasonably incurred by ALDI in obtaining such substitute goods; and

3.3.3 claim damages for any other Losses resulting from the Supplier's failure to deliver the Order on the Delivery Date, provided that the Supplier shall have no liability for any failure or delay in delivering an Order to the extent that such failure or delay is caused by ALDI's failure to comply with its obligations under this Agreement.

3.4 If ALDI fails to accept delivery of an Order on the specified Delivery Date, then, except where such failure or delay is caused by the Supplier's failure to comply with its obligations under this Agreement:

3.4.1 the Order shall be deemed to have been delivered at 9.00am on the Delivery Date; and

3.4.2 the Supplier shall store the Order until delivery takes place, and charge ALDI for all related costs and expenses (including insurance).

3.5 Each delivery of Goods shall be accompanied by a delivery note from the Supplier showing:

3.5.1 the Order Number;

3.5.2 the date of the Order;

3.5.3 the type and quantity of Goods included in the Order; and

3.5.4 in the case of Goods being delivered by instalments, the outstanding balance of Goods specified in an Order remaining to be delivered.

3.6 Risk and title to the Goods shall pass to ALDI on Delivery.

3.7 Where referred to in an Order or this Agreement the international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (Incoterms) shall apply but where they conflict with this Agreement, this Agreement shall prevail.

## B4. ACCEPTANCE AND DEFECTIVE GOODS

4.1 ALDI shall not be deemed to have accepted any Goods until:

4.1.1 it has had a reasonable time to inspect them following Delivery; or

4.1.2 in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent.

4.2 If any Goods delivered to ALDI do not comply with Clause B2.1, or are otherwise not in conformity with the terms of this Agreement, then, without limiting any other right or remedy that ALDI may have, ALDI may reject those Goods and:

4.2.1 require the Supplier to repair or replace the rejected Goods at the Supplier's risk and expense within five (5) Working Days of being requested to do so (or such longer period as ALDI may agree in writing); or

4.2.2 require the Supplier to repay the Charges of the rejected Goods in full (whether or not ALDI has previously required the Supplier to repair or replace the rejected Goods); and

4.2.3 claim damages for any other Losses resulting from the Supplier's delivery of Goods that do not conform with the terms of this Agreement.

4.3 The terms of this Agreement shall apply to any repaired or replacement Goods supplied by the Supplier.

4.4 If the Supplier fails to promptly repair or replace rejected Goods in accordance with Clause B4.2.1 above, ALDI may, without affecting its rights under Clause B4.2.3 above, obtain substitute goods from a third-party supplier, or have the rejected Goods repaired by a third-party, and the Supplier shall reimburse ALDI for the costs it incurs in doing so.

## B5. CHARGES FOR THE GOODS

5.1 Further to Clause A5, the Supplier shall:

5.1.1 invoice ALDI for the Goods Charges that are then payable in respect of each Order on or after the Delivery Date;

5.1.2 quote the relevant Order Numbers on each invoice; and

5.1.3 provide all such evidence as ALDI may reasonably request in order to verify the invoices.

5.2 Unless otherwise agreed by ALDI in writing, the Goods Charges are inclusive of the costs of packaging, insurance, carriage, assessments, import and export tariffs, duties, customs charges, packaging or formulation related taxes, licence fees, and all other ancillary costs and expenses related to the supply and/or Delivery of the Goods.