

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

Part A – General Terms and Conditions

A1. INTRODUCTION

ALDI	ALDI Stores (Ireland) Limited with company number 294035 and whose registered office is at No.1 Grant's Row, Mount Street Lower, Dublin 2;
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 (a) ALDI's Sustainability Standards (https://sustainability.aldisouthgroup.com/publication/overview); and (b) 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; the laws of Ireland and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Goods, Services or this Agreement;
Applicable Law	the laws of Ireland and the European Union and any other laws or regs 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);
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	the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (SI 131/2003);
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)
ICT	means information and communication technology systems, including network and information systems
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))
Order	an order for Goods or Services submitted by ALDI in connection with these terms (and "Ordered" shall be construed accordingly)
Operational	a virus, vulnerability, security disruption or other disruption, whether through information and

Disruption	communications technology systems, networks and information systems, or otherwise, which would materially impair the performance of the Buyer or the soundness or continuity of its services and activities;
Operational Resilience	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 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 Supplier 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 Ireland when banks in Ireland 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);
1.3.4.	ALDI's Corporate Responsibility Policies and Sustainability Standard.
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 Customs and Excise and the Revenue Commissioner (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 the Office of the Revenue Commissioners); and
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 constitutes a contract of service rather than a contract for services, or otherwise gives rise to any obligation to operate a PAYE, PRSI, Universal Social Charge or any other employment-related tax withholding under applicable Irish law; and
(b)	comply with any obligation on ALDI to deduct or account for tax, PRSI, Universal Social Charge or other statutory deductions from the charges arising as a consequence of such engagement;
3.1.11.	comply with the Employment Equality Acts, 1998 – 2015 and Equal Status Acts 2000–2018 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 any of the Supplier's Team with 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,
(c)	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.	6.11.	The provisions of this Clause A6 shall extend to any substituted or remedial goods or services provided by the Supplier.		against, or incurred or paid by ALDI and/or any Replacement Supplier as a result of or in connection with:
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.	6.12.	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:	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");
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.	6.13.	to refuse to accept the provision of any further Goods or Services by the Supplier;	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;
5.4.	Where sums are payable on a time spent basis:	6.14.	to require the Supplier, without charge to ALDI, to carry out such additional work as is necessary to correct the Supplier's failure;	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, PRSI, Universal Social Charge, pension contributions and otherwise) accrued during, or payable in relation to, the period, before their transfer to ALDI and/or any Replacement Supplier;
5.4.1.	the Charges payable for the Services shall be calculated in accordance with the agreed fee rates;	6.15.	to purchase substitute goods and services from a third-party provider; and/or	8.2.4.	any claim made at any time by any employee of the Supplier arising out of their employment with the Supplier; and
5.4.2.	the Supplier's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day;	6.16.	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.	8.2.5.	any failure by the Supplier to comply with its obligations pursuant to the Employment Regulations.
5.4.3.	the Supplier shall charge on a pro-rata basis for part-days worked by the Supplier's Team;	A7. INTELLECTUAL PROPERTY RIGHTS		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).
5.4.4.	the Supplier shall ensure that the members of the Supplier's Team complete time sheets recording time spent on the Service;	7.1.	The Supplier assigns to ALDI, with full title guarantee and free from all third-party rights, the Intellectual Property Rights (other than the Supplier Background 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).	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.
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;	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.	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.
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;	7.3.	The Supplier shall, at ALDI's request, promptly:	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:
5.4.7.	entries which the Supplier cannot substantiate shall be removed from the timesheet and any relevant invoices shall be revised accordingly; and	7.4.	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	8.6.1.	one million Euros (€1,000,000); 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.	7.5.	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 VII of Part 2 of the Copyright and Related Rights Act, 2000 or any similar provisions of law in any jurisdiction.	8.6.2.	one hundred and fifty percent (150%) of the total Charges paid and payable by ALDI under this Agreement in that year.
5.5.	Where the parties have agreed, in writing, that ALDI is to make separate payment for Expenses:	7.6.	In respect of the ALDI Materials:	A9. INSURANCE	
5.5.1.	each invoice shall provide a detailed breakdown of the Expenses for the period to which the invoice relates;	7.7.	ALDI and its licensors shall retain ownership of all Intellectual Property Rights in the ALDI Materials ("ALDI IP");	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.
5.5.2.	invoices in respect of Expenses shall only be payable by ALDI if accompanied by relevant receipts; and	7.8.	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	9.2.	In particular the Supplier shall maintain the following policies of insurance:
5.5.3.	unless otherwise agreed with ALDI in writing, the Expenses shall be invoiced by the Supplier at cost.	7.9.	on termination of this Agreement for any reason, the Supplier shall immediately stop using the ALDI Materials and the ALDI IP.	9.2.1.	Product liability insurance of twenty million euros (EUR 20,000,000) for each and every claim;
5.6.	No charges for Expenses shall be payable by ALDI unless expressly agreed by ALDI in writing.	A8. INDEMNITY, TUPE AND THE LIMITATION OF LIABILITY		9.2.2.	Public liability insurance of six million five hundred thousand euros (EUR 6,500,000) for each and every claim;
5.7.	Invoices due under this Clause A5 shall, at ALDI's written request, be submitted to:	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:	9.2.3.	Employers liability insurance of thirteen million euros (EUR 13,000,000) for each and every claim;
5.7.1.	ALDI's central administration office;	8.1.1.	any alleged or actual infringement, whether or not under Irish law, of any third-party's Intellectual Property Rights or other rights arising out of the use or supply of:	9.2.4.	Professional indemnity insurance of six million euros (EUR 6,000,000) for each and every claim;
5.7.2.	the administration office(s) for the relevant ALDI region; or	8.1.2.	the products of the Services (including the Deliverables); or	9.2.5.	Cyber insurance of six million euros (EUR 6,000,000) for each and every claim; and
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	8.1.3.	the Goods.	9.2.6.	Criminal liability insurance of six millions euros (EUR 6,000,000) for each and every claim.
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.	8.1.4.	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;	A10. CONFIDENTIALITY AND PUBLICITY	
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).	8.1.5.	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:	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:
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.	8.1.6.	the incorrect declaration of ALDI as an importer of the Goods;	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;
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. Such interest shall accrue on a daily basis and the defaulting party shall pay the interest immediately on demand.	8.1.7.	the incorrect, inaccurate or otherwise erroneous provision of data to any customs authority;	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
5.12.	The Supplier shall:	8.1.8.	the improper use of ALDI's corporate, regulatory, governmental, or tax related registrations, references, or other unique identifiers (e.g. EORI number); and	10.1.3.	by both parties, as may be required by law, court order or any governmental or regulatory authority.
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	8.1.9.	where the Supplier provides the relevant information to ALDI for the purposes of ALDI's own declaration or other documentation; and	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.
5.12.2.	allow ALDI to inspect such records at all reasonable times on request.	8.1.10.	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:	10.3.	The Supplier shall:
A6. QUALITY AND REMEDIES		(a)	the breach or negligent performance or failure or delay in performance of this Agreement by the Supplier;	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
6.1.	The Supplier represents, undertakes or covenants to ALDI that:	(b)	any act or omission on the part of the Supplier or the Supplier's Team; or	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.
6.2.	the Supplier will provide the Goods and Services exercising all due skill and care and in accordance with Good Industry Practice;	(c)	any breach of any of the Supplier's obligations under this Agreement relating to compliance with the Employment Equality Acts, 1998 – 2015 and Equal Status Acts 2000–2018, including in relation to harassment, sexual harassment and victimisation and any failure to take such steps as are reasonably practicable to prevent harassment and/or sexual harassment in the workplace.	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:
6.3.	the Goods and Services will conform with the Specification(s);	8.2.	The Supplier shall indemnify and hold harmless ALDI and/or any Replacement Supplier in full for and against all Losses awarded	10.4.1.	be and remain the exclusive property of ALDI;
6.4.	the Goods, Services and Deliverables will be provided in accordance with all Applicable Laws; and			10.4.2.	be held by the Supplier in safe custody at its own risk;
6.5.	it will monitor its performance against its obligations in this Agreement.			10.4.3.	be maintained and kept in good condition by the Supplier until returned to ALDI; and
6.6.	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:				
6.7.	notify ALDI as soon as reasonably practicable;				
6.8.	minimise the impact of the material breach of this Agreement on ALDI; and				
6.9.	prevent and/or correct that material breach of this Agreement.				
6.10.	ALDI's rights under this Agreement are in addition to the statutory terms implied in favour of ALDI by the Sale of Goods and Supply of Services Act, 1980 and any other Applicable Law.				

10.4.4.	not be disposed of or used other than in accordance with ALDI's written instructions or authorisation.	12.2.6.	a resolution is passed, or an order is made, for or in connection with the winding up of the other party;	agree that the courts of Ireland shall have non-exclusive jurisdiction to settle any such disputes or claims.
10.5.	The Supplier shall not, without ALDI's prior written consent:	12.2.7.	an administrator or examiner is appointed over the other party;	A20. OPERATIONAL RESILIENCE
10.6.	make, or permit any person to make, any public announcement, press release or similar communications concerning this Agreement or the relationship of the parties;	12.2.8.	a floating charge holder over the assets of that other party has appointed an administrative receiver over those assets;	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.
10.6.1.	use the "ALDI" name or brand in any marketing material;	12.2.9.	a receiver is appointed over all or part of the assets of the other party;	
10.6.2.	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	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;	
10.6.3.	save as may be required in relation to legal proceedings, whether through any form of statement, act, or omission, bring ALDI into disrepute.	12.2.11.	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 A12.2.10 above (inclusive); or	
A11. COMPLIANCE		12.2.12.	the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.	Part B – Additional Terms and Conditions – Goods
11.1.	The Supplier shall:	12.3.	On termination of this Agreement for any reason:	Please note that this Part B will only apply to this Agreement if the Supplier is supplying ALDI with Goods
11.1.1.	comply with Applicable Laws relating to:	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	B1 ORDERS
(a)	bribery and corruption (including the Criminal Justice (Corruption Offences) Act, 2018);	12.3.2.	the Supplier shall immediately deliver to ALDI:	1.1 The Supplier shall:
(b)	modern slavery and bonded labour; and	(a)	all ALDI Data and ALDI Materials; and	1.1.1 supply Goods in accordance with the Order;
(c)	tax evasion;	(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.	1.1.2 assign an Order Number to each Order received from ALDI and notify such Order Numbers to ALDI; and
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 constitute an offence under the Applicable Laws referred to in Clause 11.1 above or would have done so if the activity, practice or conduct had been carried out in the UK;	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.	1.1.3 use the relevant Order Number in all subsequent correspondence relating to the Order.
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;	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).	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.
11.1.4.	comply with ALDI's Corporate Responsibility Policies and Sustainability Standards;	A13. VARIATION		B2 MANUFACTURE, QUALITY AND PACKING
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;	13.1.	No variation of this Agreement shall be valid unless it:	2.1 The Goods supplied to ALDI by the Supplier under this Agreement shall:
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;	13.1.1.	is in writing;	2.1.1 conform to the Goods Specification;
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);	13.1.2.	makes reference to this Agreement; and	2.1.2 be merchantable (within the meaning of the Sale of Goods and Supply of Services Act, 1980, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by ALDI;
11.1.8.	from time to time, at ALDI's request, provide in writing:	13.1.3.	is explicitly consented to by, or on behalf of, each of the parties.	2.1.3 be free from defects in design, material and workmanship and remain so after Delivery for the Warranty Period; and
(a)	confirmation that it has complied with Clauses A11.1.1 to A11.1.7 (inclusive) above; and	13.2.	This may be done via exchange of e-mails	2.1.4 comply with all Applicable Laws.
(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	A14. ENTIRE AGREEMENT		2.2 The Supplier shall:
11.1.9.	notify ALDI as soon as practicable of any breach of this Clause A11.1 of which it becomes aware.	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.	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:
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.	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.	(a) Applicable Laws; and
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.	A15. ASSIGNMENT		(b) Good Industry Practice;
A12. TERMINATION		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.	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
12.1.	Without prejudice to any other rights or remedies which ALDI may have, ALDI may terminate 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.	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.
12.1.1.	on giving no less than one month's written notice to the Supplier;	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.	B3. DELIVERY
12.1.2.	immediately on giving written notice if there is a change of control of the Supplier (as defined in section 432 of the Taxes Consolidation Act, 1997.	A16. NO PARTNERSHIP, AGENCY OR EMPLOYMENT		3.1 The Supplier shall:
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:	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).	3.1.1 deliver the Goods specified in each Order to the Delivery Location on the Delivery Date;
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;	16.2.	Nothing in this Agreement shall render any individual member of the Supplier's Team an employee or worker of ALDI.	3.1.2 not deliver an Order in advance of the Delivery Date without ALDI's prior written consent;
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;	A17. RIGHTS OF THIRD PARTIES		3.1.3 not deliver Orders by instalments without ALDI's prior written consent;
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;	17.1.	A person who is not a party to this Agreement shall not have any rights under or in connection with it.	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
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:	A18. NOTICES		3.1.5 make the licences and consents referred to in Clause B3.1.4 above available to ALDI prior to the relevant Delivery.
(a)	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:	18.1.	A notice given to a party under or in connection with this Agreement:	3.2 Delivery of an Order shall be complete on the later of:
(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 definitions set out in section 2 of the Personal Insolvency Act, 2012; or	18.1.1.	shall be in writing in English; and	3.2.1 the completion of unloading of the Order at the Delivery Location; or
(c)	(being a partnership) has any partner to whom any of the conditions set out in Clause A12.2.4(b) above apply	18.1.2.	shall be, delivered personally, sent by commercial courier, sent by pre-paid first-class post or registered post, sent by e-mail; or sent by airmail requiring signature on delivery, to the other party's typical business contact for this Agreement.	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.
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;	18.2.	The provisions of this Clause A18 shall not apply to the service of any process in any legal action or proceedings.	3.3 an Order is not delivered on the specified Delivery Date, then, without limiting any other right or remedy ALDI may have, ALDI may
		A19. GOVERNING LAW AND JURISDICTION		3.3.1 refuse to take any subsequent attempted delivery of the Order;
		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 Irish law. The parties irrevocably	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.