



## TERMS AND CONDITIONS OF PURCHASE

### 1. IMPORTANT INFORMATION ABOUT SIGNING AND ACCEPTING THE ORDER

- 1.1 The Order may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts will together constitute the one (1) Order. Transmission of the executed signature page of a counterpart of the Order by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of the Order. If either method of delivery is adopted, without prejudice to the validity of the Order made, the Seller and Vita will provide the other with the original of such counterpart as soon as reasonably possible thereafter.
- 1.2 You should read these Conditions before signing overleaf or otherwise accepting the Purchase Order. If you are signing the Order for an entity, such as the company you work for, you represent that you have legal authority to bind that entity.

### 2. THE ORDER BETWEEN VITA AND THE SELLER

- 2.1 The Purchase Order constitutes an offer by Vita to purchase the relevant Goods and/or Services (as the context requires) in accordance with these Conditions.
- 2.2 Where the Seller accepts the Purchase Order in accordance with Condition 4.5, the Seller shall provide the Goods, and perform the Services set out in the Purchase Order and Vita shall take and pay for the same, on and subject to these Conditions.

### 3. DEFINITIONS AND INTERPRETATION

- 3.1 In these Conditions the following words shall have the following meanings:

**'Anti-Slavery  
Laws'**

has the meaning given to it in Condition 18.2.1.

**'Conditions'**

means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between Vita and the Seller and reference to '**Condition**' shall be construed accordingly.

**'Confidential  
Information'**

means all information which is disclosed by one (1) party to the other whether before or after the date of the Order, which is designated in Writing as confidential or would appear to a reasonable person to be confidential and which relates to a party's (or any member of that party's group's) business, including its products, operations, processes, pricing, plans or intentions, developments, recipes, trade secrets, know how, design rights, market opportunities, personnel, suppliers and customers of the party disclosing it, all Vita data and all information derived from any of the above.

**'Data  
Protection  
Legislation'**

means EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ('**GDPR**') and any data protection laws substantially amending, replacing or superseding the GDPR following any exit by the United Kingdom from the European Union, and/or other applicable data protection or national/federal or state/provincial/emirate privacy legislation in force, including where applicable, laws, statutes, decisions, guidelines, guidance notes, codes of practice, codes of conduct and data protection certification mechanisms issued from time to time by courts, any authority and other applicable authorities.

<b>'Delivery Address'</b>	means the address described as the address for delivery on the Purchase Order or such other address as agreed in Writing between Vita and the Seller.
<b>'Employment Regulations'</b>	means the Acquired Rights Directive (Council Directive 77/187/EEC) as amended by Council Directive 98/50/EEC and consolidated by Council Directive 2001/23/EEC together with the local statutory instruments implementing and giving effect to such Directives in any relevant country and any law or regulation of substantially similar effect to such Directive in any relevant country providing for the automatic transfer of employees.
<b>'Goods'</b>	means the goods (including any instalment of the goods or any part of them) described in the Purchase Order.
<b>'Good Industry Practice'</b>	means the exercise of that degree of skill, care and consideration, prudence, efficiency, foresight and timeliness as would be expected from a leading supplier of goods and/or services of the same or a similar nature to the Goods and/or Services (as the context requires).
<b>'Incoterms'</b>	means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Purchase Order is made.
<b>'Invoicing Terms'</b>	means the invoicing terms identified in the Purchase Order.
<b>'IPR Claim'</b>	has the meaning given to it in Condition 12.1.
<b>'Order'</b>	means the relevant Purchase Order and these Conditions.
<b>'Order Reference'</b>	means the reference number given to the Order, as stated in the Purchase Order.
<b>'Payment Terms'</b>	means any payment terms identified in the Purchase Order, in accordance with which Vita shall pay for the Goods and/or Services (as the context requires).
<b>'Performance Dates'</b>	means the dates, if any, agreed between the parties and specified in the Purchase Order.
<b>'Price'</b>	means the price identified in the Purchase Order for the Goods and/or Services.
<b>'Purchase Order'</b>	means Vita's purchase order attached to these Conditions which contains the Order Reference, any Payment Terms and Performance Dates, Special Terms (if applicable) and specifies the parties' details.
<b>'Receiving Party'</b>	has the meaning given to it in Condition 16.3.
<b>'Relevant Controller'</b>	has the meaning given to it in Condition 16.9.
<b>'Relevant Processor'</b>	has the meaning given to it in Condition 16.9.

- 'Seller'** means the person identified as such in the Purchase Order.
- 'Seller Personnel'** means all employees, officers, staff, other workers, agents, independent contractors, consultants and sub-contractors of the Seller engaged in the provision of the Goods and/or Services by the Seller from time to time.
- 'Services'** means the services (if any) described in the Purchase Order, and will be deemed to include all activities, functions and services necessary for the proper provision of, ancillary to or customarily included as part of the services and any assistance Vita may reasonably require in respect of the supply of the Services.
- 'Special Terms'** means any terms agreed between Vita and the Seller and specified in the Purchase Order, and which will apply to the relationship between Vita and the Seller.
- 'Specification'** includes any plans, drawings, data or other information relating to the Goods and/or Services provided by Vita to the Seller or agreed in Writing by Vita.
- 'Sub-Processor'** has the meaning given to it in Condition 16.9.5.1 or Condition 16.9.5.2 as the context requires.
- 'Transferring Employee'** has the meaning given to it in Condition 13.1.
- 'VAT'** means value added tax as provided for in the Value Added Tax Act 1994.
- 'Vita'** means the person identified as such in the Purchase Order.
- 'Vita Materials'** has the meaning given to it in Condition 5.4.
- 3.2 Any reference in these Conditions to a particular piece of legislation or a provision of a particular piece of legislation shall be construed as a reference to that particular piece of legislation as amended, re-enacted or extended at the relevant time and includes any subordinate legislation for the time being in force made under it.
- 3.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 3.4 A reference to person shall include bodies corporate and unincorporate.
- 3.5 Any phrase introduced by the terms **'including'**, **'include'**, **'in particular'** or any similar expression shall be construed as illustrative and the words following those terms shall not limit the sense of the words preceding those terms.
- 3.6 References to **'Writing'** and **'Written'** include email communication and comparable durable means of communication.
- 3.7 **'Data Processor'**, **'Data Subject'**, **'Process/Processing'**, **'Personal Data'** and **'Personal Data Breach'** shall have the same meaning as given to them in the Data Protection Legislation.
- 4. BASIS OF PURCHASE**
- 4.1 The Purchase Order constitutes an offer by Vita to purchase the Goods and/or acquire the Services subject to these Conditions.

- 4.2 The Purchase Order and these Conditions shall apply to the Order to the exclusion of any other terms and conditions:
- 4.2.1 that the Seller proposes or seeks to impose or incorporate, even though such other terms and conditions may be submitted in a later document or purport to exclude or supersede any Conditions inconsistent with them; and/or
- 4.2.2 which are implied by trade, custom, practice or course of dealing.
- 4.3 The Purchase Order will lapse unless accepted by the Seller within seven (7) days of the date of the Purchase Order.
- 4.4 No variation to the Order shall be binding unless agreed in Writing between the authorised representatives of Vita and the Seller.
- 4.5 The Purchase Order shall be deemed to be accepted by the Seller on the earlier of:
- 4.5.1 the Seller signing these Conditions (or the Seller issuing any other written acceptance of the Purchase Order); or
- 4.5.2 any act by the Seller that is consistent with fulfilling the Purchase Order,
- at which point and on which date the Order between Vita and the Seller for the supply of Goods and/or Services in accordance with these Conditions and the relevant Purchase Order shall come into existence.
- 4.6 If there is any conflict, ambiguity or inconsistency between the parts of these Conditions and any Special Terms in the Purchase Order, the Seller and Vita agree that any Special Terms will apply to the Order between the Seller and Vita. In all other instances, the terms of these Conditions take precedence.

## 5. THE ORDER

- 5.1 The quantity, quality and description of the Goods and/or the Services shall, subject to these Conditions, shall be as specified in the Purchase Order and/or in any applicable Specification supplied by Vita to the Seller or agreed in Writing by Vita.
- 5.2 Vita's rights under these Conditions are in addition to the statutory conditions implied in favour of Vita by the Sale of Goods Act 1979.
- 5.3 Any Specification supplied by Vita to the Seller, or specifically produced by the Seller for Vita, in connection with the Order, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of Vita and in consideration of Vita placing the Order the Seller assigns (where relevant by way of present assignment of future rights) with full title guarantee to Vita all such copyright, design rights and other intellectual property. The Seller shall not disclose to any third party or itself use any such Specification except:
- 5.3.1 to the extent that it is or becomes public knowledge through no fault of the Seller;
- 5.3.2 as required for the fulfilment of this Order; or
- 5.3.3 as required by law.
- 5.4 Materials, plant, equipment, machinery, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by Vita to the Seller or not so supplied but used by the Seller specifically in the manufacture of the Goods ('Vita Materials') shall at all times be and remain the exclusive property of Vita but shall be held by the Seller in safe custody at its own risk and maintained and kept in good condition by the Seller until returned to Vita and shall not be disposed of other than in accordance with Vita's written instructions, nor shall such items be used otherwise than as authorised by Vita in Writing, or as may be necessary for the performance of the Order.

- 5.5 The Seller shall comply with all applicable laws, regulations and other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and/or performance of the Services.
- 5.6 The Seller shall at all times provide the Goods, and perform the Services and its other obligations under the Order, in accordance with:
- 5.6.1 the Order;
  - 5.6.2 Good Industry Practice; and
  - 5.6.3 policies, procedures and reasonable instructions provided by Vita to the Seller from time to time.
- 5.7 The Seller shall not unreasonably refuse any request by Vita to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to their despatch, and the Seller shall provide Vita with all facilities reasonably required for such inspection and testing.
- 5.8 If as a result of inspection or testing Vita is not satisfied that the Goods will comply in all respects with the Order and/or the Specification, and Vita so informs the Seller within thirty (30) days of inspection or testing, the Seller shall take all such steps as are necessary to ensure compliance. Notwithstanding any inspection or testing the Seller shall remain fully responsible for the Goods and the inspection or testing shall not affect or diminish the Seller's obligations under the Order.
- 5.9 The Goods shall be marked in accordance with Vita's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition.
- 5.10 The Seller shall be solely responsible for providing all facilities, Seller Personnel, equipment, software, materials, technical knowledge, expertise and other resources necessary to provide the Goods and perform the Services and its other obligations under the Order, unless expressly stated otherwise in the Purchase Order.
- 5.11 The Seller shall not supply or offer to supply items made to Vita's Specification, design or drawings to any third party without Vita's prior Written consent.

## **6. LICENCES, PERMISSIONS AND CONSENTS**

- 6.1 The Seller shall at all times obtain and maintain in force all licences, permissions, authorisations, certifications, consents and permits needed to perform its obligations under the Order.
- 6.2 The Seller shall inform Vita of all licences, permissions, authorisations, certifications, consents and permits that the Seller is aware (or ought reasonably to be aware) that Vita are required to obtain and maintain in connection with the receipt of the Goods and Services.
- 6.3 The Seller shall not do or omit to do anything which may cause Vita to lose any licence, permission, authorisation, certification, consent or permit on which Vita rely for the purposes of conducting Vita's business.

## **7. PRICE OF THE GOODS AND SERVICES**

- 7.1 The Price of the Goods and/or the Services shall be as stated in the Purchase Order and, unless otherwise stated and confirmed by Vita in Writing, shall be:
- 7.1.1 exclusive of any applicable VAT (which shall be payable by Vita subject to receipt of a valid VAT invoice); and
  - 7.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts, or levies other than VAT.

- 7.2 Vita will not be responsible for any fees, charges or expenses not expressly identified in the Order as payable by Vita. Where a fee, charge or expense is not expressly identified in the Order, the relevant activity will be carried out by the Seller at no additional charge to Vita.
- 7.3 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of Vita in Writing.
- 7.4 Vita shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller to Vita or to other third parties, whether or not notified to Vita and whether or not shown on the Purchase Order.

## **8. TERMS OF PAYMENT**

- 8.1 The Seller shall invoice Vita in accordance with the Invoicing Terms, and in the event that no Invoicing Terms are stated the Seller shall be entitled to invoice Vita on or at any time after delivery of the Goods and/or completion of the Services, as the case may be.
- 8.2 Each invoice shall quote the number of the Purchase Order or Order Reference.
- 8.3 Save in respect of a genuine dispute, or in the event that different Payment Terms are applicable, Vita shall pay the Price of the Goods and/or the Services within sixty (60) days from the end of month in which a valid VAT invoice is received or upon such extended credit terms as may be agreed between Vita and the Seller.
- 8.4 Vita may set off against the Price any sums owed to Vita by the Seller.
- 8.5 The Seller is not entitled to suspend delivery of the Goods and/or performance of the Services as a result of any sums being outstanding.
- 8.6 If Vita fail to pay any amount properly due and payable by Vita under the Order, the Seller is required to notify Vita and in the event that payment remains outstanding after fourteen (14) days the Seller may charge interest on delayed payments from the due date on a daily basis at Barclays Bank plc base rate from time to time in force plus two per cent (2%).

## **9. DELIVERY**

- 9.1 At no additional cost to Vita, the Goods shall be delivered to, and/or the Services shall be performed at, the Delivery Address on the date or within the period stated in the Purchase Order, in either case during Vita's usual business hours. The Seller shall off-load the Goods at its own risk as directed by Vita. Unless otherwise agreed in Writing between Vita and the Seller, the Goods shall be delivered Incoterms DDP.
- 9.2 Where the date of delivery of the Goods and/or of performance of the Services is to be specified after the placing of the Purchase Order, Vita shall give the Seller reasonable notice of the specified date.
- 9.3 The time of delivery of the Goods and/or of performance of the Services (including in respect of any Performance Dates) is of the essence of the Order.
- 9.4 If requested by Vita, a certificate of analysis and a packing note quoting the number of the Purchase Order (and/or Order Reference) must accompany each delivery or consignment of the Goods and must be displayed prominently on every such delivery.
- 9.5 If Vita has agreed in Writing that the Goods are to be delivered, or the Services are to be performed, by instalments, the Order will be treated as a single contract and not severable. Failure by the Seller to deliver or perform any one (1) instalment shall entitle Vita to elect to treat the Order as repudiated.
- 9.6 Vita may reject any Goods (in whole or in part) delivered which are not in accordance with the Order and/or the Specification, and Vita shall not be deemed to have accepted any Goods until it has had a reasonable

time to inspect them following delivery or, within a reasonable time after any latent defect in the Goods has become apparent.

- 9.7 The Seller shall supply Vita in good time with any instructions or other information required to enable Vita to accept delivery of the Goods and/or performance of the Services.
- 9.8 Vita shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by Vita.
- 9.9 If the Goods are not delivered and/or the Services are not performed on the due date then, without limiting any other remedy, Vita shall be entitled to deduct from the Price or (if Vita has paid the Price) to claim from the Seller by way of liquidated damages for delay two per cent (2%) of the Price for every week's delay, up to a maximum of ten per cent (10%).

## **10. RISK AND PROPERTY**

- 10.1 Risk of damage to or loss of the Goods shall pass to Vita upon completion of delivery to Vita in accordance with the Order.
- 10.2 Title to the Goods (both legal and equitable) shall pass to Vita upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to Vita once payment has been made.

## **11. WARRANTIES AND LIABILITY**

- 11.1 The Seller warrants to Vita that the Goods:
- 11.1.1 will 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 Seller or made known to the Seller;
  - 11.1.2 will be free from defects in design, material and workmanship;
  - 11.1.3 will correspond with any relevant Specification or sample; and
  - 11.1.4 will comply with all statutory requirements and regulations relating to the sale and/or manufacture of the Goods.
- 11.2 The Seller warrants to Vita that the Services:
- 11.2.1 will be performed by appropriately qualified, experienced and trained Seller Personnel, with due care and diligence and to such high standard of quality as it is reasonable for Vita to expect in all the circumstances; and
  - 11.2.2 will be performed in compliance with all statutory requirements and regulations relating to the Services.
- 11.3 Without limiting any other remedy, if any Goods and/or Services are not supplied or performed in accordance with the Order and/or the Specification, then Vita shall be entitled:
- 11.3.1 to require the Seller to repair the Goods or to supply replacement Goods and/or Services in accordance with the Order within seven (7) days;
  - 11.3.2 at Vita's sole option, and whether or not Vita has previously required the Seller to repair the Goods or to supply any replacement Goods and/or Services, to treat the Order as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid;
  - 11.3.3 recover from the Seller any costs incurred by Vita in obtaining substitute services and/or deliverables from a third party in excess of the price Vita would have paid the Seller for the relevant

Goods and/or otherwise making good, repairing, replacing, or reinstating the relevant item or items in question; and/or

- 11.3.4 to claim damages for any other costs, loss or expenses incurred by Vita which are in any way attributable to the Seller's failure to carry out its obligations under the Order, including logistics costs, loss of profit and any penalties or claims from clients arising from the Seller's failure to supply.
- 11.4 These Conditions will extend to any substitute services and deliverables provided by the Seller to Vita.
- 11.5 The Seller shall indemnify Vita in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by Vita as a result of or in connection with:
  - 11.5.1 breach of any warranty given by the Seller in relation to the Goods and/or Services;
  - 11.5.2 any claim that the Goods (or their manufacture) infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises directly from Vita's instruction to the Seller to comply with specific specifications or specific instructions provided by Vita (and which, for the avoidance of doubt, shall not include the way the Seller exercises any discretion in executing such instruction or specification);
  - 11.5.3 any liability under the Consumer Protection Act 1987 in respect of the Goods; and/or
  - 11.5.4 any act or omission or negligence of the Seller or its employees, agents or sub-contractors in (i) supplying, delivering and installing the Goods; or (ii) performing the Services.
- 11.6 Neither the Seller nor Vita shall be liable to the other or be deemed to be in breach of the Order by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods and/or Services, if the delay or failure was beyond that party's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond either party's reasonable control:
  - 11.6.1 act of God, explosion, flood, tempest, fire or accident;
  - 11.6.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
  - 11.6.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
  - 11.6.4 import or export regulations or embargoes;
  - 11.6.5 strikes, lock-outs or other industrial actions or trade disputes (except those involving the employees of the affected party);
  - 11.6.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery; or
  - 11.6.7 power failure or breakdown in machinery.
- 11.7 Nothing in these Conditions shall limit or exclude either party's liability for:
  - 11.7.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors (as applicable);
  - 11.7.2 fraud or fraudulent misrepresentation; or
  - 11.7.3 any matter in respect of which it would be unlawful to exclude or restrict liability.



- 11.8 Nothing in these Conditions shall limit or exclude the Seller's liability:
- 11.8.1 for breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
  - 11.8.2 under any indemnity under the Order.
- 11.9 Subject to Condition 11.7 above:
- 11.9.1 Vita shall under no circumstances whatever be liable to the Seller, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Order (including but not limited to the use or storage of the Goods); and
  - 11.9.2 Vita's total liability to the Seller in respect of all other losses arising under or in connection with the Order, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price of the Order.
- 11.10 Vita's rights hereunder shall be in addition to any and all other rights Vita may have against the Seller at law or in equity.

## 12. INTELLECTUAL PROPERTY RIGHT CLAIM

- 12.1 Without prejudice to any other right or remedy Vita may have, if at any time an allegation of infringement of intellectual property rights is made or there is likely to be such an infringement ('IPR Claim'), the Seller will, at Vita's option, as soon as possible and at the Seller's own expense:
- 12.1.1 replace or modify the relevant Goods and/or Services with non-infringing substitutes provided that such substitutes do not adversely affect the performance or material functionality of the relevant Goods and Services; or
  - 12.1.2 procure for Vita the right to continue receiving or using (as the context requires) the relevant Goods and Services provided that there is no adverse effect on (including any reduction in the scope of use of) the Goods and Services.
- 12.2 If the Seller elects to modify the item or to supply a substitute item under Condition 12.1.1 or to procure a licence in accordance with Condition 12.1.2, but this has not avoided or resolved the IPR Claim or if there is an adverse effect on the Goods, Vita may return the Goods to the Seller and, without prejudice to any other right or remedy Vita may have, if Vita does so, the Seller will refund in full the Price paid by Vita under the Order and will be liable for all reasonable and unavoidable costs of substitute items pursuant to the terms of the Order.

## 13. EMPLOYEES INDEMNITY

- 13.1 If at any time following the expiry or termination of the Order, in full or in part, rights and liabilities in respect of the contracts of employment or the contracts of employment themselves of any Seller Personnel transfer or are alleged to transfer to Vita or a replacement seller by virtue of the Employment Regulations ('Transferring Employee'):
- 13.1.1 Vita may terminate or procure that any replacement seller may terminate the employment of any such Transferring Employee;
  - 13.1.2 the Seller will indemnify and keep indemnified Vita and any replacement seller against all losses, incurred or suffered, including without limitation all legal expenses and other professional fees (together with any sales tax thereon) in relation to:
    - 13.1.2.1 the employment and/or termination of employment of any such Transferring Employee; and

- 13.1.2.2 any other act or omission of the Seller or Seller Personnel, as applicable, in respect of such Transferring Employee; and
- 13.1.3 any other liabilities arising from the alleged application of the Employment Regulations including, for the avoidance of doubt, any failure by the Seller or any Seller Personnel to comply with any obligations regarding information and consultation pursuant to the Employment Regulations.

#### 14. INSURANCE

The Seller shall maintain in force with a reputable insurance company professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Order.

#### 15. TERM AND TERMINATION

- 15.1 The Order shall continue unless or until terminated in accordance with its terms.
- 15.2 Vita shall be entitled to cancel Purchase Orders in respect of all or part only of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery and/or performance, in which event Vita's sole liability shall be to pay to the Seller the Price for the Goods and/or Services in respect of which Vita has exercised its right of cancellation, less the Seller's net saving of cost arising from such cancellation.
- 15.3 Vita may terminate the Order without liability to the Seller by giving notice to the Seller at any time if:
  - 15.3.1 the Seller commits a material or persistent breach of these Conditions;
  - 15.3.2 the Seller makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction);
  - 15.3.3 an encumbrancer takes possession, or a receiver is appointed, over any of the property or assets of the Seller;
  - 15.3.4 the Seller ceases, or threatens to cease, to carry on business;
  - 15.3.5 there is any fraud on the part of the Seller or any Seller Personnel; or
  - 15.3.6 Vita reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.
- 15.4 On termination of the Order or cancellation of a Purchase Order for any reason:
  - 15.4.1 the Seller shall immediately repay to Vita all amounts it has been paid in advance in relation to Goods and/or Services that have been terminated or cancelled; or
  - 15.4.2 the Seller shall immediately return to Vita all of Vita's Confidential Information and all other items and materials owned by Vita and immediately provide to Vita all Goods (whether or not then complete). If the Seller fails to do so, then Vita may enter the Seller's premises and take possession of them. Until they have been returned or delivered, the Seller shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Order.
- 15.5 Termination of the Order shall be without prejudice to the rights and duties of either party accrued prior to termination. Those Conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

## 16. CONFIDENTIALITY AND DATA PROTECTION

- 16.1 Save as required by law, the Seller 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 the Seller by Vita or its agents and any other Confidential Information concerning Vita's business or its products which the Seller may obtain and the Seller shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Seller's obligations to Vita and the Seller shall ensure that such employees, agents or sub-contractors are subject to no less onerous obligations of confidentiality as bind the Seller.
- 16.2 Vita takes seriously the protection of privacy and confidentiality. Vita understands that all of its customers are entitled to know that their Personal Data will not be used for any purpose unintended by them.
- 16.3 A party ('**Receiving Party**') will keep in strict confidence all Confidential Information that has been disclosed to it, or otherwise obtained by it from the other party, or any person on behalf of the other party, and will not use such Confidential Information or disclose it otherwise than as may be necessary for the performance of the Order.
- 16.4 The Receiving Party will restrict disclosure of such Confidential Information to such of its employees, agents or sub-contractors as need to know it for the purpose of discharging the Receiving Party's obligations or exercising the Receiving Party's rights under the Order, and will ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which apply to the Receiving Party.
- 16.5 Conditions 16.3 and 16.4 will not apply to the extent that disclosure is a requirement of any applicable statutory or regulatory requirement.
- 16.6 Vita and the Seller will duly observe all of their respective obligations under the Data Protection Legislation which arise in connection with the provision of the Goods and/or the Order.
- 16.7 Where the Seller provides Vita with Personal Data of any individuals (including employees, former employees or any other third party) to Process on the Seller's behalf, the Seller shall ensure that it has authority to do so, and that the Seller has complied with Data Protection Legislation.
- 16.8 Details of the Processing of Personal Data pursuant to the Order are set out in the Purchase Order and Annex 1.
- 16.9 Insofar as the Seller or Vita (the '**Relevant Processor**') processes Personal Data for the other (the '**Relevant Controller**') as a Data Processor, the Relevant Processor will:
- 16.9.1 Process the Personal Data solely on the documented instructions of the Relevant Controller, including the Order, for the purposes of providing or receiving the Goods and/or Services (as the context requires);
  - 16.9.2 Process only the types of Personal Data, relating to the categories of Data Subjects, and in the manner required to supply or receive the Goods and/or Services (as the context requires) in the manner agreed by the parties;
  - 16.9.3 take all measures required by Article 32 of the GDPR to ensure the security of the Personal Data;
  - 16.9.4 take reasonable steps to ensure the reliability of any staff who may have access to the Personal Data, and their treatment of the Personal Data as confidential;
  - 16.9.5 where the Relevant Processor is:

- 16.9.5.1 Vita, be generally authorised to appoint third parties to Process the Personal Data ('**Sub-Processor**'), subject to notifying the Seller about Vita's Sub-Processors and otherwise meeting the conditions set out in Article 28 (2) and (4) of the GDPR; or
- 16.9.5.2 the Seller, not to permit any third party to Process the Personal Data ('**Sub-Processor**') without the prior written consent of the Seller, such consent to be conditional upon fulfilling the conditions under Article 28 (2) and (4) of the GDPR;
- 16.9.6 promptly, and in any case within five (5) business days, notify the Relevant Controller of any communication from a Data Subject regarding the Processing of their Personal Data, or any other communication (including from a supervisory authority) relating to either party's obligations under the Data Protection Legislation in respect of the Personal Data;
- 16.9.7 without undue delay, notify the Relevant Controller of any Personal Data Breach, such notice to include all information reasonably required by the Relevant Controller to comply the obligations imposed on the Relevant Controller under the Data Protection Legislation;
- 16.9.8 in respect of any Processing of Personal Data outside of the European Economic Area, take such steps as are necessary to ensure the Processing is in accordance with Data Protection Legislation;
- 16.9.9 permit the Relevant Controller, on reasonable prior notice, to inspect and audit the facilities used by the Relevant Processor to Process the Personal Data, and any and all records maintained by the Relevant Processor relating to that Processing;
- 16.9.10 provide any assistance reasonably requested by the Relevant Controller in relation to:
  - 16.9.10.1 any communication received under Condition 16.9.6, as well as any equivalent communication received by the Relevant Controller directly; and
  - 16.9.10.2 any Personal Data Breach, including by taking any appropriate technical and organisational measures directed by the Relevant Controller; and
- 16.9.11 cease Processing the Personal Data promptly upon the termination or expiry of the Order and at the Relevant Controller's option either return, or securely delete the Personal Data.

## **17. ANTI-CORRUPTION**

- 17.1 The Seller shall, and shall procure that all its employees, staff, officers, and third party, contractors, workers, agents and consultants shall:
  - 17.1.1 comply with all applicable laws, statutes, regulations, directives and codes relating to anti-bribery and anti-corruption, including, but not limited to, the Bribery Act 2010, the Foreign Corrupt Practices Act 1977 and laws enacted in accordance with the Organisation for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; and
  - 17.1.2 comply with Vita's Code of Ethics, Code of Business Conduct and Anti-Corruption Policies as Vita may update from time to time.
- 17.2 Breach of this Condition 17 by the Seller shall be deemed to be a repudiatory breach of the Order by the Seller.

## **18. ANTI-SLAVERY**

- 18.1 Neither party shall engage in any practice that amounts to:

- 18.1.1 slavery or servitude (each as construed in accordance with Article 4 of the Convention for the Protection of Human Rights and Fundamental Freedoms of 4 November 1950, as amended);
  - 18.1.2 forced or compulsory labour (as defined by the International Labour Organisation's Forced Labour Convention 1930 (No. 29) and Protocol);
  - 18.1.3 human trafficking; or
  - 18.1.4 arranging or facilitating the travel of another person with a view to that person being exploited.
- 18.2 Each party will and will procure that its officers, employees, agents, sub-contractors and any other persons who perform services for or on behalf of it in connection with the Order will:
- 18.2.1 comply with all applicable laws relating to slavery, servitude, forced or compulsory labour or human trafficking ('**Anti-Slavery Laws**');
  - 18.2.2 not do or omit to do any act or thing which constitutes or may constitute an offence under any Anti-Slavery Law;
  - 18.2.3 not knowingly employ or engage in any practices which constitute or may constitute an offence under any Anti-Slavery Law and not knowingly appoint or contract with any person who has been convicted of or prosecuted in any jurisdiction in relation to an offence or alleged offence under any Anti-Slavery Law;
  - 18.2.4 not commit any act or omission which causes or could cause the other party to breach, or commit an offence under, any Anti-Slavery Law; and
  - 18.2.5 promptly notify the other party of any breach of Condition 18.1 and/or this Condition 18.2.
- 18.3 Each party will provide the other with such assistance and information as it reasonably requires from time to time to:
- 18.3.1 perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of compliance with any applicable Anti-Slavery Laws;
  - 18.3.2 prepare a slavery and human trafficking statement as required by section 54 of the Modern Slavery Act 2015 and to include the matters referred to in section 54(5) of that Act; and
  - 18.3.3 conduct due diligence and to measure the effectiveness of the steps it is taking or wishes to ensure that modern slavery practices are not taking place in its supply chain.
- 18.4 Breach of this Condition 18 by the Seller shall be deemed to be a repudiatory breach of the Order by the Seller.

## 19. WHISTLEBLOWING

The Seller shall ensure that it has in place (and Seller Personnel are aware of the same) a procedure whereby Seller Personnel shall notify the Seller's authorised representative for such purposes immediately of any malpractice or wrongdoing or other adverse events occurring in connection with the provision of the Goods and/or Services. The Seller shall promptly investigate any notifications and inform Vita of any notification which would, if accurate, affect Vita, the Goods and/or Services or the operation of Vita's business.

## 20. GENERAL

- 20.1 Vita is a member of the group of companies whose holding company is Vita Global Holdings Limited, and accordingly Vita may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be

deemed to be the act or omission of Vita. Any group company from time to time of Vita Global Holdings Limited may for its own benefit enforce in its own right any term of the Order subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999. Notwithstanding the above, any term of the Order may be varied, amended or modified or the Order may be suspended, cancelled or terminated by agreement in Writing between the parties or may be rescinded, in each case without the consent of any such group company of Vita Global Holdings Limited. Except as provided in this Condition 20.1, a person who is not a party to the Order has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Order, but this Condition 20.1 does not affect a right or remedy of a third party which exists or is available apart from that Act.

- 20.2 Each Order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Order.
- 20.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified by the relevant party pursuant to this provision and such notice shall be delivered by hand, by first class or overseas post or by fax. Notice served by hand or by facsimile shall be deemed to be served immediately, provided that in the case of notices served by fax, a successful facsimile transmission receipt is obtained. Notices served by first class post shall be deemed served two (2) days after posting if sent to a UK address or seven (7) days after posting if sent to an overseas address.
- 20.4 No waiver by Vita of any breach of the Order by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision. Failure or delay by Vita in enforcing or partially enforcing any provision of the Order shall not be construed as a waiver of any of its rights under the Order.
- 20.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part such provision (or part thereof) shall be deemed severable and the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 20.6 The Seller shall, promptly at Vita's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Vita may from time to time require for the purpose of securing for Vita the full benefit of the Order.
- 20.7 Nothing in the Order shall be construed as creating a partnership or joint venture of any kind between the parties or as appointing any party as agent for the other party for any purpose and neither party shall have the authority to bind the other party or to contract in its name for any purpose.
- 20.8 Except as otherwise provided in these Conditions, the Order shall be the entire agreement between the parties in relation to the matters discussed therein and no other terms shall apply to it. The Seller shall not be entitled to rely on assurances, representation or terms arising from pre-contract negotiations; nor shall the same operate as part of this Order or as a collateral warranty or collateral contract, unless the same have been confirmed by Vita in Writing or identified expressly in Vita's Purchase Order as warranties or conditions upon which the Seller relies.
- 20.9 The Order and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales and all disputes arising in connection with it shall be submitted to the exclusive jurisdiction of the English courts. The parties hereby expressly agree to exclude and disclaim the application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (also referred to as the **Vienna Convention**), and any successor convention or legislation, to the Order.

<b>Signatures:</b>		
	SIGNED BY: ..... for and on behalf of <b>VITA</b> Dated: .....	SIGNED BY: ..... for and on behalf of the <b>SELLER</b> Dated: .....

## ANNEX 1: DATA PROCESSING, PERSONAL DATA AND DATA SUBJECTS

Description	Details
Subject matter and duration of the Processing	As described in the Order.
Nature and purposes of the Processing	As described in the Order.
Type of Personal Data	<p>Employee data: name, title, gender, job title, date of birth, personal contact details (address, telephone number, email address), work contact details (telephone number, email address), employee number, personal data contained in meeting, telephone or attendance notes.</p> <p>Client and business partner data: name, title, gender, work address, work email, work telephone numbers and job title.</p>
Categories of Data Subject	Seller group employees, former employees and workers. Clients, business partners and suppliers of the Seller group.