

IFS STANDARD PURCHASE ORDER TERMS

1 DEFINITIONS

For the purposes of this Contract, the following terms shall have the meanings set forth below:

“Best Industry Practice”	Refers to the highest standards of professional practice, methods, and procedures that are widely acknowledged and adhered to in the relevant industry.
“Conditions”	Refers to these Terms and Conditions of Purchase. Unless explicitly stated otherwise, this includes any supplementary terms mutually agreed upon in writing by IFS and the Supplier also referred to as “Special Terms and Conditions”.
“Contract”	Means the Contract for the provision of the Goods and/or Services to be provided by the Supplier to IFS. This comprises the Order, the Conditions, and any documents or agreements expressly incorporated into any subsequent Contract by IFS pursuant to the Conditions.
“Deliverables”	Encompasses the Goods and/or Services collectively specified in any Order, as well as any resulting work products or materials created as a part of those services.
“Goods”	Refers to the Goods and any related documentation or materials specified in the Order, which are to be provided by the Supplier to IFS.
“Order”	Means the Purchase Order placed by IFS for the provision of Goods and/or Services, to which the Conditions apply. This Order may be amended or supplemented in accordance with the Contract.
“Pagero	The IFS e-invoicing platform used by the Supplier invoice submissions.
“Services”	Refers to the services specified in the Order, which are to be provided by the Supplier to IFS. This includes any tasks, functions, or responsibilities required to be performed by the Supplier under the Contract.
“Special Terms and Conditions”	Any additional or alternative terms agreed upon in writing between IFS and the Supplier, which modify, supplement, or supersede specific provisions of the Contract. These terms are legally binding and are typically negotiated for unique aspects of a transaction, specific requirements of the Goods and/or Services, or circumstances of the parties involved.

2 APPLICABLE CONDITIONS AND ACCEPTANCE

2.1 Application of Conditions:

The Conditions shall apply to the exclusion of all other terms and conditions including any terms or conditions which the Supplier may purport to apply under any sales offer or similar document or acknowledgment or acceptance of the Order.

IFS STANDARD PURCHASE ORDER TERMS

2.2 Exclusivity of Contract Terms:

Neither IFS, its agents, nor the Supplier shall be bound by any other terms, express or implied, in relation to the Order except as are otherwise agreed by them in writing and executed under the authority of an individual authorized by the respective parties to legally bind the company. This includes entering into contracts and making decisions within a granted scope of authority.

2.3 Offer and Acceptance:

The Order constitutes an offer by IFS to pay for the Goods and/or Services subject to the Conditions.

2.4 Order Acceptance:

The Order acceptance from the Supplier shall only acknowledge receipt of the Order and confirm acceptance, and the Order will lapse if it is not unconditionally accepted by the Supplier within ten (10) working days of the date of the Order. Without prejudice to the preceding sentence, the provision of Goods and/or Services by the Supplier to IFS shall be deemed conclusive evidence of the Supplier's acceptance of the Order and the Conditions.

2.5 Applicability to Goods and Services:

All the Conditions shall apply to the supply of both Goods and Services, except where the application to one or the other is specified.

2.6 Affiliates' Rights:

The Supplier acknowledges and agrees that any entity that is either controlled by, has control over, or is under common control with IFS—including subsidiaries, parent companies, and entities with significant influence over or influenced by IFS's management or operations ("Affiliates of IFS")—shall have the same rights as IFS to be delivered Goods and/or Services under the Conditions of this Contract.

Any Order placed by an Affiliate of IFS shall be treated as a separate binding agreement between the Supplier and the respective Affiliate of IFS. In such instances, IFS shall not bear any responsibility or liability for the performance of the agreement by the Affiliate.

3 SUPPLY OF GOODS

3.1 Delivery Schedule:

The Supplier shall deliver the Goods upon the date and within the time specified in the Contract. If no specific time is mentioned, the Supplier shall deliver the Goods within twenty (20) working days from the date of the Order. Time for delivery shall be of the essence.

3.2 Delivery Terms and Risk:

The Goods shall be delivered Duty Paid (as defined by the latest International Commercial Terms (Incoterms) at the time of delivery). The point of delivery shall be as specified in the Contract. The property in and risk of damage to or loss of the Goods shall remain with the Supplier until the point of delivery specified in the Contract and the Supplier will repair or replace free of charge Goods damaged or lost in transit.

IFS STANDARD PURCHASE ORDER TERMS

3.3 Packaging and Marking:

The Goods shall be marked in accordance with IFS's instructions and all lawful requirements and properly packed and secured for delivery to IFS in an undamaged condition.

3.4 Notification of Delays:

The Supplier shall immediately inform IFS if the Supplier anticipates any delay in the delivery of any Goods by the date required under any Contract.

3.5 Warranties by Supplier:

3.5.1. The Goods shall be without fault and of good design, quality, material, and workmanship, be manufactured in accordance with Best Industry Practice and conform as to quantity, quality and description with the particulars stated in the Order and/or any specification provided by the Supplier and/or any samples, patterns or other descriptions provided.

3.5.2. The Goods will be capable of any standard of performance and fit for any purpose specified either expressly or by implication.

3.5.3. The design, construction, material and quality of the Goods comply in all respects with all relevant requirements of any statute, regulation, or order, or other instrument having the force of law which may be in operation at the time when the Goods are supplied.

3.6 Defects and Remedies:

If within twelve (12) months from the date the Goods are put to use (but not exceeding eighteen (18) months from the date of delivery), IFS notifies the Supplier of a defect, the Supplier will make good any such defect (by way of repair or replacement) at the Supplier's expense. If any such defects are not remedied within a reasonable time (to be determined by IFS, but no longer than ten (10) working days from notice of the defect), details of the defect having been previously communicated in writing to the Supplier, IFS may, upon giving five (5) working days' notice to the Supplier and without prejudice to any rights it may have, proceed to do such works as are necessary to remedy such defect at the risk and expense of the Supplier.

4 SUPPLY OF SERVICES

4.1 Performance Schedule:

The Supplier shall perform the Services on or within the date(s), at the time(s) and at the place(s) specified in the Contract. Where no specific time is mentioned, the Services shall be performed no later than ten (10) working days from the date of the Order. Time for performance shall be of the essence.

4.2 Warranties for Services:

4.2.1. The Services will be performed by adequately qualified and trained personnel, with a high level of care, skill and diligence and in accordance with Best Industry Practice.

4.2.2. The Services shall conform to all descriptions and specifications outlined in the Contract. They shall also meet the level of quality specified in the Contract or, where not fully detailed, a level commonly accepted as per industry norms or IFS's known requirements. This includes compliance with descriptions, specifications, or performance criteria in the Contract and generally encompasses functionality, reliability, durability, and efficiency. In cases where specific and full

IFS STANDARD PURCHASE ORDER TERMS

descriptions are not provided in the Contract, it is understood and agreed by both parties that such descriptions, as well as a standard of quality accepted and understood by IFS, shall apply.

4.3.3. The Services will be provided in accordance with all applicable legislation, regulations, safety standards and codes of practice currently in force and any updates or changes to such legislation, regulations, standards, and codes during the term of the Contract.

5 STANDARDS

5.1 Statutory and Regulatory Standards:

Save as specifically excluded or varied herein or by any Special Terms and Conditions agreed in writing between IFS and the Supplier, IFS's rights under these Conditions are in addition to any statutory terms or conditions implied in favour of IFS by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 (if within the UK) and/or any other statutory or regulatory provision (if transacting outside of the United Kingdom), including any amendments thereto or subsequent legislation that may apply.

5.2 Supplier Representations and Warranties:

5.2.1. All representations, statements or warranties made or given by the Supplier, its servants, and agents (whether orally, in writing or in any of the Supplier's brochures, catalogues and advertisements) regarding the supply of the Goods and/or the performance of the Services, including all information provided as part of any supplier questionnaire, shall be deemed to be part of the Conditions.

5.2.2. The Supplier warrants that all such representations, statements or warranties are accurate, complete, and not misleading. The supplier shall inform IFS immediately if any such representations, statements, or warranties become inaccurate or misleading at any time during the term of the Contract.

5.3 Policy Compliance and On-Site Conduct:

The Supplier shall comply with such policies as are provided by IFS from time to time, including policies relating to access to and health and safety compliance when on IFS' premises.

6 INSPECTION

6.1 Right to Inspect:

IFS or its designated agent reserves the right to inspect the Goods and/or the way the Services are being provided, including any drawings, specifications, and related documentation, at any stage of the production or delivery process.

6.2 Inspection and Supplier Responsibility:

Any inspection, or the witnessing thereof, of the Goods or Services by IFS, its agent, or any other authorized inspecting authority, shall not relieve the Supplier of its responsibilities or obligations under any statutory or regulatory provisions and/or under the terms of the Contract to provide the Goods and/or Services in accordance with the specifications and standards outlined in the Contract or as implied by law.

IFS STANDARD PURCHASE ORDER TERMS

6.3 No Obligation to Inspect; Rights upon Non-Inspection:

IFS or its agent is under no obligation to perform inspections of the Goods or Services; however, failure to inspect shall not constitute acceptance of the Goods or Services nor impair IFS's right to reject nonconforming Goods or Services or to avail itself of any other remedies under the Contract or applicable law.

7 WARRANTIES

The Supplier represents and warrants to IFS that:

7.1 Authority and Capacity:

The Supplier has the right, power, and authority to enter into and to carry out Supplier's obligations under the Contract.

7.2 Compliance with Specifications and Requirements:

The Deliverables correspond strictly with any and all of our requirements or specification (oral or in writing) supplied to or by IFS, or agreed with Supplier, by or on our behalf. For oral specifications, a written confirmation will be provided by IFS to ensure clarity and mutual understanding.

7.3 Compliance with Policies, Standards, and Laws:

7.3.1 The Deliverables (and Supplier in Supplier's provision thereof) comply with all policies and standards made available to Supplier by IFS from time to time, including those made available on IFS's corporate website on the date of the Order, the IFS Security Standard, the IFS Code of Conduct, and all applicable laws and regulations.

7.3.2 All Deliverables that are Services shall be performed by appropriately experienced, qualified, and trained personnel, who are employees or subcontractors specifically authorised by IFS. These personnel will act with due care and diligence, adhering to a standard of quality that includes compliance with descriptions, specifications, or performance criteria in the Contract, and generally encompasses functionality, reliability, durability, and efficiency, as well as adhering to Best Industry Practices.

7.4 Insurance Requirements:

The Supplier shall maintain, at all times, comprehensive general liability insurance with a reputable insurer with coverage amounts sufficient to cover all potential liabilities arising from the Contract. Upon IFS's request, the Supplier shall provide a certificate of insurance as evidence of such coverage.

7.5 Quality and Fitness for Purpose:

The Deliverables will be of satisfactory quality, free of material defects and errors and fit for their purpose as defined by IFS or as can be reasonably inferred from the Contract. The term 'satisfactory quality' refers to the quality level that meets the requirements specified in the Contract or, where not specified, aligns with the general industry standards.

IFS STANDARD PURCHASE ORDER TERMS

8 CONFIDENTIALITY

8.1 Confidentiality of Order and Related Information:

8.1.1 The contents of the Order, any enquiry or request for quotation, and any specification, drawing, or other information provided by or in relation to IFS (including all business, financial, commercial, technical, operational, organisational, legal, management, and marketing information) are considered "Confidential Information." This encompasses any non-public information related to the Order or Contract, disclosed by or to IFS, designated as confidential or reasonably considered confidential, including but not limited to technical, commercial, and operational information.

8.1.2 The Supplier agrees to use such Confidential Information solely for the purposes of performing its obligations under the Contract and shall not disclose it to any third party, except as necessary for the execution of the Contract or as required by law, without the prior written consent of IFS. The Supplier shall take all reasonable steps, at least as stringent as those taken to safeguard its own confidential information, to protect the Confidential Information of IFS.

8.2 Obligation to Return or Destroy Confidential Information:

Unless explicitly instructed otherwise by IFS, within five (5) working days of receiving a request from IFS (at any time) or upon termination of the Order or any Contract, the Supplier shall, at the option of IFS, promptly return or (to the extent technically and commercially feasible) permanently delete or destroy all Confidential Information of IFS. The Supplier must provide written certification of such destruction or deletion to IFS.

8.3 Restriction on Public Disclosure:

The Supplier shall not publicise or disclose its association with IFS or the existence of or nature of the Contract without the prior written consent of IFS. This includes, but is not limited to, any marketing or promotional efforts, public announcements, or disclosures to third parties.

9 APPLICABLE LAWS AND DATA PROTECTION

The Supplier shall at all times:

9.1 Licences and Consents:

Obtain, and maintain all necessary licences and consents in relation to its business.

9.2 Compliance with Anti-Slavery Laws:

Comply with all applicable antislavery and human trafficking laws from time to time in force including the UK Modern Slavery Act 2015 (and any equivalent legislation if transacting outside of the United Kingdom)

Upon request from IFS, provide such information as IFS reasonably requires to complete an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business operations.

IFS STANDARD PURCHASE ORDER TERMS

9.3 Data Privacy Laws Compliance:

Comply with all applicable data privacy laws, including the Data Protection Act 2018, the Electronic Communications (EC Directive) Regulations 2003 and, where applicable, the General Data Protection Regulation (Regulation (EU) 2016/679), and any applicable legislation that supersedes or replaces the GDPR in the United Kingdom or any other relevant jurisdiction.

Where the provision of the Goods and/or Services involves the processing of personal data for which IFS is the data controller, the Supplier shall comply with the provisions of the data processing addendum attached to (and which form a part of) the Conditions.

9.4 General Legal and Regulatory Compliance:

Comply with all applicable local, national, and international laws and regulations related to human rights, health, safety, environmental impact and protection, labour standards, and compliance with anti-corruption laws, including but not limited to:

- i. International Labour Organization (ILO) conventions and recommendations.
- ii. United Nations Global Compact principles.
- iii. OECD Guidelines for Multinational Enterprises.
- iv. Environmental regulations and standards such as ISO 14001, and other relevant environmental management requirements.

10 PAYMENT

10.1 Invoice Submission:

10.1.1 The total cost for Goods and/or Services, inclusive of Value Added Tax (VAT) and any other applicable charges, shall be as specified in the Order. The Supplier is responsible for submitting invoices that reflect this cost accurately.

10.1.2 For an invoice to be processed for payment, it must qualify as a "Valid Invoice," which necessitates adherence to the following criteria:

- I. Strict compliance with the delivery terms, contractual requirements, and acceptance criteria as outlined in the Contract.
- II. Inclusion of the corresponding IFS purchase order number.
- III. Accurate reflection of the total amount as stipulated in the Order.
- IV. Submission through the Pagero platform in accordance with the invoicing procedures communicated by IFS.

10.2 Payment Terms:

10.2.1 The Payment Due Date for Valid Invoices will be determined in accordance with the terms of this Contract. It will be forty-five (45) calendar days from the later of: (a) IFS's receipt of a Valid Invoice; or (b) IFS's receipt of the Deliverables.

10.2.2 If the Contract or any Special Terms and Conditions specify a different payment period, this shall override the standard forty-five (45) day term and establish the new Payment Due Date. Any attempt by the Supplier to impose a different payment due date on their invoice will be considered non-compliant with this Contract and may result in the invoice being deemed invalid.

10.2.3 Invoices that do not meet these criteria will not be considered Valid Invoices and will not be processed for payment.

IFS STANDARD PURCHASE ORDER TERMS

10.3 Early Payment Discounts:

Discounts apply for early payment of Valid Invoices as follows:

- 1% discount for payment within 30 days.
- 2% discount for payment within 20 days.
- 3% discount for payment within 10 days.

10.4 Withholding Taxes:

If IFS is required by law to deduct or withhold any taxes, duties, charges, levies, or other amounts of a fiscal nature then IFS shall be entitled to deduct or withhold any such amounts from the prices for the Goods and/or Services specified in the Order.

10.5 Conditional Payment and Non-Prejudicial Acceptance:

Payment by IFS is contingent upon the Supplier's compliance with the Contract, including timely delivery of Goods and/or Services. Such payment shall not constitute an acceptance of the quality or condition of the Deliverables and does not waive any rights or claims IFS may have under the Contract. Payment is made without prejudice to any subsequent evaluation of the Deliverables' compliance with the Contract terms.

10.6 Late Payment Interest:

If payment of a valid, undisputed invoice is not made in full by the Payment Due Date and there is no bona fide dispute in relation to the invoice, the Supplier shall, without prejudice to any other rights or remedies, have the right to charge IFS interest on the amount unpaid, at the rate of one and a half percent (1.5%) per annum above the Bank of England base rate from time to time, until payment is made in full.

10.7 Forecast-Based Orders, Pricing, and Payment Structures:

10.7.1. Forecasts provided in Orders are indicative and non-binding. IFS is not obligated to purchase any Goods and/or Services unless it submits an Order which is accepted by the Supplier.

10.7.2. When forecasts are part of the Order, pricing structures, including rate cards and volume-based costs, will be detailed in the Special Terms and Conditions.

10.7.3. For Contracts with advanced or milestone-based payment schedules, details including milestones and corresponding payments will be specified in the Special Terms and Conditions. Payment schedules will align with these Conditions. The parties acknowledge and agree that the achievement of these milestones is a material condition for the continuation of the Agreement.

IFS STANDARD PURCHASE ORDER TERMS

11 TERMINATION

11.1 Rights of Termination for Cause:

Without prejudice to any other rights or remedies which IFS may have, IFS may terminate the Contract without liability to the Supplier on giving written notice to the Supplier if:

11.1.1 the performance of the Services is significantly impeded, hindered, or delayed for a period exceeding thirty (30) days due to events beyond the Supplier's reasonable control. Such events, constituting "force majeure", include but are not limited to natural disasters, war, and governmental actions, provided that the Supplier has taken all reasonable steps to mitigate the effects of such events. These events must prevent, hinder, or delay the Supplier in fulfilling their contractual obligations; or

11.1.2 the Supplier commits a material breach of any of the terms of the Contract. A "Material Breach" is defined as a significant failure to fulfil an obligation under the Contract, causing substantial harm, and justifying termination of the Contract by the non-breaching party. If such a breach occurs and is not remedied within fourteen (14) days of the Supplier being notified in writing of the breach, then IFS may proceed with termination.

11.1.3 the supplier is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (or any equivalent act if contracting outside of the United Kingdom); or

11.1.4 a resolution is passed for winding up (other than for the purpose of a solvent amalgamation or reconstruction) or has an order to that effect made by a court of competent jurisdiction, enters into a composition or scheme of arrangement with its creditors or has a receiver, manager, liquidator, administrator or equivalent officer appointed over any of its assets or ceases or threatens to cease to do business; or

11.1.5 notice of intention to appoint an administrator over the assets of the Supplier is given by any person under the Insolvency Act 1986 (or equivalent thereof) or an application is made to court, or an order is made for the appointment of an administrator over the assets of the Supplier; or

11.1.6 an analogous event to those in paragraphs 11.1.3 or 11.1.4 occurs to the Supplier in any jurisdiction.

11.2 Termination for Convenience:

IFS may also terminate this Contract for convenience upon giving not less than thirty (30) days written notice to the Supplier.

11.3 Breach of Warranties:

If the Supplier breaches any of the warranties set forth in Section 7, IFS shall have the right, at its sole discretion, to terminate the Contract immediately upon written notice to the Supplier. Such termination shall be without prejudice to any other rights or remedies IFS may have under this Contract, at law, or in equity.

11.4 Non-Compliance with Ethical and Sustainable Business Standards:

11.4.1 If the Supplier fails to adhere to the ethical and sustainable business standards as detailed in Section 17, and does not satisfactorily address any identified non-compliance issues as outlined in Section 17, including the development and implementation of corrective action plans, IFS may take one or more of the following actions, at its sole discretion:

IFS STANDARD PURCHASE ORDER TERMS

- a. IFS may terminate the Contract with immediate effect upon written notice to the Supplier. This includes cases of significant or persistent non-compliance with labour, environmental, climate-related practices, responsible sourcing, or any other standards set forth in Section 17.
 - b. IFS may suspend business operations with the Supplier until the identified non-compliance issues are resolved to IFS's satisfaction, as outlined in Section 17.3.
 - c. IFS reserves the right to pursue any other legal actions or remedies as deemed necessary to ensure compliance and uphold ethical and sustainable practices.
- 11.4.2 Termination or suspension under this clause shall be without prejudice to any other rights or remedies IFS may have under this Contract, at law, or in equity.

12 INTELLECTUAL PROPERTY

12.1 Supplier's IP Warranty and Indemnity:

Except to the extent the Goods and/or Services incorporate intellectual property rights provided by IFS to the Supplier:

- I. The Supplier warrants that the Goods and/or Services do not infringe any intellectual property rights, including patents, trademarks, trade names, registered designs or copyrights of any third party.
- II. The Supplier agrees to indemnify IFS on demand against any and all claims, proceedings, losses, damages, costs and fees suffered by IFS in respect thereof.
- III. Should IFS, at any time, receive notice of any claim that the Goods and/or Services infringe any of the aforesaid rights, IFS shall notify the Supplier immediately, and the Supplier shall have the opportunity to modify the Goods and/or Services to become non-infringing or obtain the necessary rights to continue usage.
- IV. If this is not reasonably achievable, IFS shall have the right to cancel the Order without making any payment whatsoever to the Supplier and recover as a debt any amounts already paid.

12.2 IP Rights in Goods/Services Provided by IFS:

Where any part of the Goods and/or Services have been provided by IFS to the Supplier:

- The intellectual property in them shall remain the property of IFS.
- The Supplier shall only use such rights for the purposes of performing its obligations under the Contract.

12.3 Ownership of Bespoke Materials:

As between the Supplier and IFS, all intellectual property in materials (including, Goods or materials created in the course of the Services) created exclusively for or at the direction of IFS pursuant to the Contract ("Bespoke Materials") which subsists now or at any time in the future shall be the exclusive property of IFS. To the extent that any intellectual property in the Bespoke Materials vests in the Supplier (or any employee or contractor of the Supplier), the Supplier is required to and shall ensure that it has the necessary agreements in place to assign, by way of assignment of present and future rights, without payment all such intellectual property to IFS with full title guarantee.

IFS STANDARD PURCHASE ORDER TERMS

12.4 License for Non-Bespoke Materials:

To the extent the Goods and/or Services comprise other materials not created exclusively for or at the direction of IFS, including any such third party materials, the Supplier grants to IFS (or shall procure the grant of) a worldwide, non-exclusive, royalty-free irrevocable license (with the right to grant sublicenses) to any intellectual property rights in such materials to enable IFS to make use of, resell or otherwise exploit the Goods and/or Services.

13 TITLE AND RISK

13.1 Transfer of Title and Risk:

Title and risk in the Goods passes to IFS on delivery in accordance with this Order or any Contract. In cases where the Goods include installation, risk shall pass to IFS upon the successful completion of installation and acceptance by IFS.

13.2 Rights and Remedies Not Prejudiced:

this transfer of title and risk does not prejudice any of IFS' rights or remedies, including the right to inspect the Goods and reject them if they do not conform to the agreed specifications or standards. Furthermore, IFS reserves the right to return the Goods and recover any payments made if the Goods are found to be defective or non-compliant within thirty (30) days of delivery.

14 AUDIT

14.1 Audit Scope and Access:

Supplier shall give IFS and/or its authorised agents reasonable, accompanied access, during working hours, to inspect and audit ("Audit") Supplier premises, systems, data, records, manuals, policies, processes, controls, and other information relating to the Deliverables and Supplier personnel ("Records & Controls") in order to:

- I. monitor compliance by Supplier with Supplier's obligations under the Contract and verify the accuracy, integrity, confidentiality, and security of Supplier's Records & Controls to the extent relevant to Supplier's obligations under the Contract.
- II. verify Supplier's compliance with any applicable Law.
- III. conduct any of our statutory audits; or
- IV. comply with any directions imposed on IFS by a regulator.

14.2 Audit Notification and Duration:

14.2.1 IFS may give Supplier two (2) days' notice of an Audit and Supplier shall provide prompt cooperation to IFS and/or its agents at no additional cost, for as long as is reasonably necessary to carry out an Audit. In cases where the Supplier process sensitive personal data (as defined in the Directive) or Secret Data (as defined in the IFS Security Standard), then Audits may be without notice.

14.2.2 IFS may conduct Audits any time up to 6 years after the end of the calendar year following expiry or termination of the Contract. Except as otherwise stated in the Agreement.

IFS STANDARD PURCHASE ORDER TERMS

14.3 Costs and Remedies:

IFS will bear the cost of any Audit unless the Audit reveals non-compliance by the supplier, in which case the Supplier shall promptly pay all of IFS's reasonable fees and reimburse IFS for the costs of the Audit. If IFS have overpaid Supplier under the Contract, then Supplier shall also promptly refund such overpayment to IFS, with interest. This clause shall not limit IFS's rights to seek damages for breach of Contract or to enforce any indemnity provisions in the Contract.

15 SUPPLIER PERSONNEL

15.1 General Compliance and Site Conduct:

Supplier shall ensure that all of Supplier's employees, workers, approved sub-contractors or agents ("Supplier Personnel") attending our or a third party's site in connection with this Contract comply with:

- I. any reasonable directions or instructions given to them; and
- II. any applicable security, health and safety or other notices and regulations.

15.2 Employment Law Compliance and Responsibilities:

Supplier Shall:

15.2.1 Ensure compliance with all relevant employment laws and regulations and be solely responsible for all matters arising out of any Contract of employment or engagement for Supplier Personnel, whether express or implied. The supplier warrants that it has properly assessed the employment status of all Supplier Personnel and, where they are assessed to be employees, that the Supplier has accounted for (and paid where applicable) all tax and national insurance liabilities.

15.2.2 Take all necessary steps to not do (or omit to do) anything which could or could be expected to imply an employment relationship between IFS and such Supplier Personnel. The Supplier shall indemnify and hold harmless the Indemnified Entities against any Loss, including any employer or employee tax or national insurance liabilities which any Indemnified Entities may suffer as a result of any claim or threatened claim that an employment or other relationship exists between any Indemnified Entities and the Supplier Personnel or arising out of Supplier's failure to comply with these clauses 15.1 and 15.2.

15.3 Indemnification for Supplier's Actions:

Without limiting clauses 15.1 and 15.2, Supplier will indemnify the Indemnified Entities against all loss suffered by the Indemnified Entities, either directly or under an agreement with a successor supplier of the Deliverables to IFS or which otherwise arise out of or in connection with:

IFS STANDARD PURCHASE ORDER TERMS

- I. any breach of Regulation 13 (duty to inform and consult representatives) of the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended ("TUPE") or any equivalent legislation if contracted outside of the United Kingdom;
- II. any actual or alleged act or omission by Supplier of any of Supplier's obligations or liabilities, or any other event occurring prior to the termination of the Contract, in relation to Supplier Personnel; and
- III. Ensure compliance with all relevant employment laws and regulations without limitation, any claim for redundancy payment, unfair dismissal compensation or notice monies and expenses or a protective award, in connection with or as a result of any claim or demand by any Supplier Personnel arising directly or indirectly from the termination or expiry (in whole or in part) of the Contract or reduction in supply of any of the Deliverables or directly or indirectly from TUPE.

16 GENERAL

16.1 Business Continuity and Disaster Recovery:

The Supplier shall ensure that it has adequate and robust business continuity and disaster recovery plans in place to ensure the continued provision of the Goods and/or Services to IFS in accordance with the Contract notwithstanding any event or issue that may impact the business of the Supplier. The Supplier shall review such business continuity and disaster recovery plans not less than once every twelve (12) months and provide written details of such plans to IFS upon request.

16.2 Information Security and System Integrity:

16.2.1 The Supplier shall maintain adequate and robust procedures (including maintaining any information security certifications which the Supplier has disclosed as part of any supplier questionnaire) to ensure that all communications and computer systems used by the Supplier are:

- I. adequately covered by security, backup, duplication, disaster recovery and similar arrangements.
- II. subject to satisfactory support and maintenance arrangements; and
- III. configured, maintained, and protected to prevent and minimise the effects of bugs, viruses, logic bombs, trojans, worms or other destructive programs or infiltrations, including cyberattacks, man in the middle attacks, spamming, denial of service attacks, distributed denial of service attacks, hacks or distribution of any viruses or other harmful codes or instructions that are intended to disrupt the proper operation of any systems, networks, or services.

16.2.2 The Supplier shall notify IFS immediately in event of any information security breaches or near misses relating to the Supplier's systems (irrespective of whether such breach involves information relating to IFS) and the Supplier shall fully cooperate with any information security audit or investigation, including any privacy impact assessments, as may be reasonably requested by IFS.

IFS STANDARD PURCHASE ORDER TERMS

16.3 Assignment and Subcontracting:

Supplier shall not assign or transfer or purport to assign or transfer to any other person any of Supplier's rights or sub-Contract any of Supplier's obligations under the Contract without our prior written consent. Our approval of a subcontractor will not relieve Supplier of any liability under the Contract and Supplier are and shall remain responsible for all acts and omissions of Supplier's subcontractors as if they were the Supplier's acts and omissions. IFS may transfer all or any of our rights and obligations under the Contract to any IFS member or any successor in title to all or part of our business.

16.4 Waiver and Cumulative Rights:

16.4.1 No waiver of any breach of the Contract shall be considered as a waiver of any subsequent breach of the same or any other provision, and any such waiver shall be specific and in writing.

16.4.2 Rights and remedies stated under the Contract shall be cumulative and without prejudice to any other rights and remedies available to a party hereunder.

16.5 Variation and Modification of Terms:

16.5.1 IFS shall have the right to vary these Terms & Conditions on notice to Supplier or at law.

16.5.2 IFS reserves the right to modify these Terms & Conditions by providing written notice to the Supplier. However, such modifications will not apply to any Orders already in force prior to the date of the modification unless explicitly agreed upon in writing by both parties. Any variation to an Order or to any provision of these Conditions shall be valid only if made by mutual written agreement between the parties, either through a subsequent Order or by expressly referencing the specific clause intended to be varied.

16.6 Validity of Contract Provisions:

If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part then the validity of the other provisions of the Contract shall not be affected.

Entire Agreement and Superseding Clauses: Each Contract shall form the entire agreement between IFS and Supplier relating to the Deliverables and, without affecting any of IFS' remedies (or Supplier's liability) for any misrepresentation by Supplier, this Order or any Contract replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral and prevails over any inconsistent terms or conditions contained or referred to in Supplier's quotation or the Order or correspondence or elsewhere or implied by trade custom, practice or course of dealing.

16.7 Survival of Provisions:

The provisions of the Contract which expressly or by implication are intended to survive termination will do so and will continue to be binding without limit in time.

16.8 Limitation of Liability:

IFS' entire liability to Supplier pursuant to any Contract, shall be the charges for the Goods or Services to be provided by Supplier as set out in the relevant Contract together with any interest due pursuant to clause 10. However, this clause does not in any way limit IFS' liability for death or personal injury caused by its negligence, for fraud, or for any other liability which cannot be excluded or limited under applicable law.

IFS STANDARD PURCHASE ORDER TERMS

17 IFS ETHICAL AND SUSTAINABLE BUSINESSES STANDARDS

17.1 IFS Standards:

The Supplier agrees to adhere to the following ethical, sustainable, and climate-related practices throughout its supply chain:

- I. **Fair and Equal Treatment of Employees:** The Supplier shall ensure fair and equal treatment of its employees, providing safe working conditions, reasonable working hours, and fair wages in compliance with applicable labour laws and regulations. This includes following international labour standards, non-discrimination regulations and equal opportunity principles.
- II. **Diversity, Inclusion, and Non-Discrimination:** The Supplier shall promote diversity, inclusivity, and non-discrimination in the workplace, fostering an environment that respects and values differences among its employees. This includes aligning with industry-specific diversity and inclusion initiatives and guidelines.
- III. **Environmental Sustainability Practices:** The Supplier shall implement environmentally sustainable practices, including waste reduction, resource conservation, pollution prevention, and responsible use and disposal of hazardous substances (where applicable)
- IV. **Greenhouse Gas Emissions and Energy Efficiency:** The Supplier shall actively work towards promoting energy efficiency throughout its operations and transportation activities. This includes adhering to national and regional emission reduction targets and regulations.
- V. **Renewable Energy Sources:** Where feasible and economically viable, the Supplier shall adopt renewable energy sources to reduce reliance on fossil fuels and minimize its carbon footprint.
- VI. **Climate Risk Management:** The Supplier shall integrate climate risk management into its business operations, including conducting assessments, implementing mitigation measures, and developing adaptation strategies to address the impacts of climate change. This includes considering climate-related risk assessment frameworks such as ISO 31000.
- VII. **Prohibition of Forced Labour and Child Labour:** The Supplier shall strictly prohibit the use of forced labour, child labour, and any form of human trafficking within its operations and supply chain in accordance with:
 - a. International Labour Organization (ILO) conventions on forced labour and child labour.
 - b. The United Nations Guiding Principles on Business and Human Rights.

17.2 Cooperation and Performance Monitoring

17.2.1 The Supplier shall fully cooperate with IFS's efforts to ensure responsible sourcing and climate-related practices, including providing requested information, facilitating audits or inspections, and promptly addressing any identified non-compliance.

IFS STANDARD PURCHASE ORDER TERMS

17.2.2 IFS reserves the right to periodically monitor the Supplier's performance related to Economic, Social and Governance related practices. This may include conducting audits, inspections, or requesting relevant documentation to assess the Supplier's performance, including but not limited to energy consumption, greenhouse gas emissions, waste management, and water usage. The reports should be accurate, transparent, and submitted within the specified timeframe.

17.3 Corrective Action Plans

In the event of non-compliance, IFS may require the Supplier to develop and implement corrective action plans within a reasonable timeframe. The corrective action plans should address identified deficiencies or areas of improvement and outline the steps the Supplier will take to rectify the non-compliance issues.

17.4 Confidentiality

Both IFS and the Supplier agree to maintain confidentiality and protect any sensitive information obtained during the monitoring and enforcement process, subject to applicable laws and regulations.