

ORNUA CO-OPERATIVE LIMITED

STANDARD TERMS AND CONDITIONS OF PURCHASE
(FOR PRODUCTS AND/OR SERVICES)

The Supplier's attention is particularly drawn to clause 10 (Indemnity).

1. **Definitions and Interpretation**

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in Ireland, when banks in Dublin are open for business.

Conditions: the standard terms and conditions of purchase of Ornua set out herein as amended from time to time in accordance with clause 19.8 and any additional terms and conditions of purchase agreed in writing by Ornua in accordance with clause 2.4. References to **these Conditions** shall mean the standard terms and conditions of purchase of Ornua as set out herein.

Contract: the contract between Ornua and the Supplier for the supply of Products and/or Services in accordance with these Conditions.

Control: the beneficial ownership of more than 50% of the issued share capital of an entity or the power to cause or direct to cause the direction of the general management of the entity, and the expression **change of Control** shall be construed accordingly.

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Products: the products (including their packaging and labelling, where applicable) identified in the Order (or any part of them) and, where the context requires, the Products ordered by and supplied to Ornua.

Product Specification: any specification for the Products, including any related plans and drawings, that is agreed in writing by Ornua and the Supplier.

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist now or in the future in any part of the world.

Mandatory Policies: Ornua's codes of practice (including, without limitation, the Ornua Business Partner Code of Conduct available upon request or at www.ornua.com/purchasetermsandconditions), standard operating procedures and other policies for suppliers as may be notified in writing by Ornua to Supplier from time to time.

Order: Ornua's order for the supply of Products and/or Services, whether orally or in writing, incorporating these Conditions.

Ornua: Ornua Co-operative Limited, an Industrial and Provident Society incorporated and registered in Ireland (Registered No. 3221R) with its registered office at Grattan House, Mount Street Lower, Dublin 2, Ireland.

Ornua Materials: has the meaning set out in clause 5.4(h).

Services: the work or services, including any Deliverables, identified in the Order including services which are incidental or ancillary to such services and, where the context requires, the Services ordered by and supplied to Ornua.

Services Specification: the description or specification for Services agreed in writing by Ornua and the Supplier.

Supplier: the person from whom Ornua purchases the Products and/or Services.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (e) A reference to **writing** or **written** includes email.

2. Basis of contract

2.1 Subject to any variation under clause 2.4, these Conditions are the only terms and conditions on which Ornua is prepared to deal with the Supplier and they shall govern the Contract to the entire exclusion of all other terms and conditions.

2.2 Each Order for Products and/or Services constitutes an offer by Ornua to purchase Products and/or Services from the Supplier in accordance with these Conditions. The Order shall be deemed to be accepted on the earlier of:

- (a) the Supplier issuing written acceptance of the Order; or
- (b) any act by the Supplier consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence. The relevant Product Specification and/or Services Specification shall form part of the Contract.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any such terms are hereby rejected and excluded. No terms or conditions endorsed upon, delivered with, or contained in the Supplier's quotation, acknowledgement of receipt, acceptance of Order, specification or other Supplier documentation shall form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

2.4 Variation of these Conditions shall have no effect unless expressly agreed in writing and signed by an authorised signatory on behalf of Ornua.

2.5 All of these Conditions shall apply to the supply of both Products and Services to Ornua except where the application to one or the other is specified.

3. Supply of Products

3.1 The Supplier warrants that the Products shall:

- (a) correspond with their description and any applicable Product Specification;
- (b) conform in all respects with the Order and any relevant sample;
- (c) be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by Ornua, expressly or by implication, and in this respect Ornua relies on the Supplier's skill and judgement;
- (d) be manufactured by properly trained and qualified personnel using all reasonable skill, care and diligence and in a good and workmanlike manner;
- (e) where they are manufactured products, be free from defects in design, materials and workmanship and remain so for the period set out in the Product Specification or, if none is specified, for at least 12 months after delivery;

- (f) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Products;
 - (g) comply with all relevant standards including any Irish Standards, European Standards or International Standards applicable in Ireland and the country or State where the Products are to be used; and
 - (h) in the case of Products containing foodstuffs, when delivered to Ornua, comply with all applicable food and hygiene legislation and regulations and best industry practice.
- 3.2** The Supplier shall ensure that at all times it has and maintains all licences, permissions, authorisations, consents and permits needed to carry out its obligations under the Contract in respect of the supply of Products. Breach of this Condition shall be deemed a material breach of the Contract.
- 3.3** Ornua may inspect and test the Products at any time before delivery. The Supplier shall remain fully responsible for the Products despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.4** If following such inspection or testing Ornua considers that the Products do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, Ornua shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5** Ornua may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 4. Delivery of Products**
- 4.1** The Supplier shall ensure that:
 - (a) Products are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - (b) each delivery of Products is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of Products (including the code number of the Products, where applicable), special storage instructions (if any) and, if the Products are being delivered in instalments, the outstanding balance of Products remaining to be delivered; and
 - (c) it states clearly on the delivery note any requirement for Ornua to return any packaging material for the Products to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 4.2** The Supplier shall deliver the Products:
 - (a) to the location set out in the Order or such other location as the parties may agree which may include delivery to a carrier (**Delivery Location**); and
 - (b) on the date specified in the Order or, if no such date is specified, on a date agreed with Ornua in advance (**Delivery Date**). Delivery shall be on a Business Day during normal business hours, unless agreed otherwise with Ornua or otherwise instructed by Ornua.
- 4.3** Delivery of Products shall be completed when the Supplier unloads and stacks the Products at the Delivery Location, unless different delivery terms (or Incoterms®) are specified in the Order.
- 4.4** Ornua operates a "Just-in-Time" delivery system. Time shall be of the essence in relation to the Delivery Date and any agreed delivery time. If the Products are not delivered on time by the Supplier, clause 6.1 shall apply.
- 4.5** If the Supplier delivers more than the quantity of Products ordered, Ornua shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.
- 4.6** The Supplier shall not deliver Products in instalments without Ornua's prior written consent. Where it is agreed that Products are to be delivered in instalments, they may be invoiced and paid for separately. Failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Ornua to the remedies set out in clause 6.1.
- 4.7** Title and risk in the Products shall pass to Ornua on completion of delivery.
- 5. Supply of Services**
- 5.1** The Supplier shall supply the Services to Ornua in accordance with the terms of the Contract.

- 5.2** The Supplier shall meet any performance dates for the Services specified in the Contract or agreed between the parties and time shall be of the essence in relation to such performance dates. If the Services are not delivered on time by the Supplier, clause 6.1 shall apply.
- 5.3** Ornua shall:
- (a) provide the Supplier with reasonable access at reasonable times to Ornua's premises for the purpose of providing the Services; and
 - (b) provide such necessary information for the provision of the Services as the Supplier may reasonably request; and
 - (c) comply with any additional obligations as set out in the Services Specification.
- 5.4** In providing the Services, the Supplier warrants that it shall:
- (a) co-operate with Ornua in all matters relating to the Services, and comply with all reasonable instructions of Ornua;
 - (b) perform the Services with all reasonable care, skill and diligence in accordance with good practice in the Supplier's industry, profession or trade;
 - (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them and in sufficient numbers to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - (d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Services Specification, and that the Deliverables shall be fit for any purpose that Ornua expressly or impliedly makes known to the Supplier;
 - (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services unless otherwise agreed in the Services Specification;
 - (f) use good quality products, materials, standards and techniques, and ensure that the Deliverables, and all products and materials supplied and used in the Services or transferred to Ornua, will be free from defects in workmanship, installation and design;
 - (g) comply with all health and safety rules and regulations and any security requirements that apply at any of Ornua's premises;
 - (h) hold all materials, equipment and tools, drawings, specifications and data supplied by Ornua to the Supplier (**Ornua Materials**) in safe custody at its own risk, maintain Ornua Materials in good condition until returned to Ornua, and not dispose or use Ornua Materials other than in accordance with Ornua's written instructions or authorisation;
 - (i) not do or omit to do anything which may cause Ornua to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Ornua may rely or act on the Services; and
 - (j) comply with any additional obligations set out in the Services Specification.
- 5.5** The Supplier shall ensure that at all times it has and maintains all licences, permissions, authorisations, consents and permits needed to carry out its obligations under the Contract in respect of the supply of Services. Breach of this Condition shall be deemed a material breach of the Contract.
- 6. Remedies**
- 6.1** If the Supplier fails to deliver the Products and/or perform the Services on time, Ornua shall, without limiting or affecting other rights or remedies available to it, have the right to one or more of the following remedies:
- (a) terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (b) refuse to accept any subsequent delivery of the Products and/or performance of the Services which the Supplier attempts to make;
 - (c) require a refund from the Supplier of sums paid in advance for Products that the Supplier has not delivered and/or Services that it has not provided;
 - (d) recover from the Supplier any expenditure incurred by Ornua in obtaining substitute products and/or services from a third party; and
 - (e) claim damages for any additional costs, losses or expenses incurred by Ornua as a result of the Supplier's failure to deliver on time.

- 6.2** If the Supplier has delivered Products that do not comply with the undertakings set out in clause 3.1, Ornua shall, whether or not it has accepted the Products and without limiting or affecting other rights or remedies available to it, have the right to one or more of the following remedies:
- (a) terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (b) reject the Products (in whole or in part), whether or not title has passed, and return them to the Supplier at the Supplier's own risk and expense;
 - (c) require the Supplier to repair or replace the rejected Products or to provide a full refund of the price of the rejected Products (if paid);
 - (d) recover from the Supplier any expenditure incurred by Ornua in obtaining substitute products from a third party; and
 - (e) claim damages for any additional costs, losses or expenses incurred by Ornua as a result of Supplier's failure to supply Products in accordance with clause 3.1.
- 6.3** If the Supplier has provided Services that do not comply with the undertakings set out in clause 5.4, Ornua shall, whether or not it has accepted the Services and/or any Deliverables and without limiting or affecting other rights or remedies available to it, have the right to one or more of the following remedies:
- (a) terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (b) reject the Deliverables (in whole or in part) whether or not title has passed and return them to the Supplier at the Supplier's own risk and expense;
 - (c) require the Supplier to provide remedial Services and/or to repair or replace any rejected Deliverables or to provide a full refund of the price of the Services (if paid);
 - (d) recover from the Supplier any expenditure incurred by Ornua in obtaining substitute services from a third party; and
 - (e) claim damages for any additional costs, losses or expenses incurred by Ornua arising from the Supplier's failure to supply Services in accordance with clause 5.4.
- 6.4** These Conditions shall extend to any substituted or remedial services and/or repaired or replacement products or deliverables supplied by the Supplier.
- 6.5** Ornua's rights under the Contract are in addition to its rights and remedies implied by statute and common law.
- 7. Charges and payment**
- 7.1** The price of the Products:
- (a) shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the time of Ornua's Order; and
 - (b) shall be inclusive of the costs of packaging, insurance and carriage of the Products. No extra charges shall be effective unless agreed in writing and signed by an authorised representative of Ornua.
- 7.2** The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Ornua, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services. The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Ornua to inspect such records at all reasonable times on request.
- 7.3** In respect of the Products, the Supplier shall invoice Ornua on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice Ornua on completion of the Services unless another invoicing procedure is agreed in writing by an authorised representative of Ornua. Each invoice shall include such supporting information required by Ornua to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- 7.4** In consideration of the supply of Products and/or Services by the Supplier, Ornua shall pay the invoiced amounts to a bank account nominated in writing by the Supplier within 60 (sixty) days of receipt of a valid invoice.
- 7.5** Where any taxable supply for valued added tax (**VAT**) purposes is made under the Contract by the Supplier to Ornua, Ornua shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier

- such additional amounts in respect of VAT as are chargeable on the supply of the Products and/or Services at the same time as payment is due for the supply of the Products and/or Services.
- 7.6** The Supplier is not entitled to suspend deliveries of the Products and/or provision of the Services as a result of any sums being outstanding.
- 7.7** If Ornuva fails to make a payment due to the Supplier under the Contract by the due date, Ornuva shall pay interest on the overdue sum at a rate of 4% per annum above the European Central Bank's main refinancing rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 7.8** Ornuva may at any time, without notice to the Supplier, set off any liability of the Supplier to Ornuva against any liability of Ornuva to the Supplier under the Contract. Any exercise by Ornuva of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
- 8. Intellectual property rights**
- 8.1** In respect of the Products, the Deliverables and any other works created by the Supplier in furtherance of the Contract, the Supplier warrants and represents that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to Ornuva, it will have full and unrestricted rights to sell and transfer all such items to Ornuva.
- 8.2** The Supplier warrants and represents that neither the Products nor the Deliverables, nor Ornuva's use thereof for the purpose intended, will infringe any Intellectual Property Rights.
- 8.3** Ornuva reserves the right to reject Products or Deliverables for breach of conditions 8.1 or 8.2 notwithstanding any previous acceptance thereof.
- 8.4** Without prejudice to the accrued rights of Ornuva, the Supplier shall use its reasonable endeavours to remedy any breach of its warranty under condition 8.2 at the earliest possible moment either by securing, at its own expense, the right for Ornuva to continue use or operation of the Products or the Deliverables by procuring a licence in respect of the right infringed, or by modifying or replacing at its own expense such part or parts of the Products or the Deliverables as is necessary to render them non-infringing and without any change in quality or performance.
- 8.5** The Contract is for outright purchase of the Products or Deliverables specified.
- (a) Where such Products or Deliverables are bespoke products designed, made or performed specially for Ornuva, all Intellectual Property Rights therein shall pass to Ornuva upon acceptance of the Products or Deliverables or upon termination of the Contract, including the right on the part of Ornuva to protect the same by any Intellectual Property Right, and the Supplier warrants and represents that it has full right and power to grant or assign all such rights to Ornuva without limitation as to the manner of use thereof.
- (b) Where such Products or Deliverables are "off-the-shelf" products, Supplier grants to Ornuva, or shall procure the direct grant to Ornuva of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to sell or use the Products in its business and/or to use the Deliverables for the purpose of receiving or using the Services and such licence shall be freely transferable to Ornuva's affiliates.
- 8.6** The Supplier shall, promptly at Ornuva's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Ornuva may from time to time require for the purpose of securing for Ornuva the full benefit of the Contract, including any right, title and interest in and to the Intellectual Property Rights assigned or licensed to Ornuva under this clause 8.
- 8.7** Ornuva grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy any Ornuva Materials provided to the Supplier for the term of the Contract for the purpose of providing the Products and/or Services to Ornuva.
- 8.8** All Ornuva Materials are the exclusive property of Ornuva. Ornuva Materials may only be used by the Supplier for the purpose of supplying the Services.
- 9. Compliance with laws and policies including re modern slavery and anti-bribery**
- 9.1** The Supplier shall comply with the Mandatory Policies and all applicable laws in carrying out its obligations under the Contract. Breach of this Condition shall be deemed a material breach of the Contract.

- 9.2** The Supplier represents, warrants and undertakes to Ornua that:
- (a) it follows fair employment practices and its employees, personnel and other workers have safe working conditions and are paid at least the higher of the applicable legal minimum wage or a living wage; and
 - (b) neither it nor any other person in its supply chain uses trafficked, bonded, child or forced labour or has attempted to use trafficked, bonded, child or forced labour.
- 9.3** The Supplier agrees with Ornua that it shall, and that it shall ensure that its personnel and any other person who performs activities for it within its supply chain in relation to the Contract shall:
- (a) comply with all applicable laws, statutes, regulations and codes relating to employment, labour, anti-slavery and anti-human trafficking;
 - (b) not take or knowingly permit any action to be taken that would or might cause or lead Ornua to be in violation of any anti-slavery requirements; and
 - (c) at Ornua's request and cost, provide Ornua with any reasonable assistance to enable it to perform any activity required by any regulatory body for the purpose of complying with anti-slavery requirements.
- 9.4** The Supplier shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including, without limitation, the Irish Criminal Justice (Corruption Offences) Act 2018 and the UK Bribery Act 2010. The Supplier shall:
- (a) not engage in any activity, practice or conduct which would constitute an offence under the Criminal Justice (Corruption Offences) Act 2018 if such activity, practice or conduct had been carried out in Ireland;
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - (c) have and shall maintain in place throughout the term of the Contract its own policies and procedures to ensure compliance with anti-bribery and anti-corruption requirements and Ornua's Mandatory Policies and shall enforce them where appropriate;
 - (d) promptly report to Ornua any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of the Contract; and
 - (e) immediately notify Ornua in writing if a foreign public official becomes an officer or employee of it and warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of the Contract.
- 10. INDEMNITY**
- 10.1** The Supplier shall indemnify Ornua against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Ornua arising out of or in connection with:
- (a) any claim made against Ornua for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Products or Deliverables or the receipt, use or supply of the Services;
 - (b) any claim made against Ornua by a third party arising out of, or in connection with, the supply of the Products or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors;
 - (c) any claim made against Ornua by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Products or Services, to the extent that the defect in the Products or Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
 - (d) any breach by the Supplier of clauses 3.2, 5.5, 8.2 or 9 of these Conditions.
- 10.2** This clause 10 shall survive termination or expiry of the Contract.

11. Insurance

During the term of the Contract and for a period of two years thereafter, the Supplier shall maintain in force, with a reputable insurance company, such insurance policies as required to cover the applicable liabilities that may arise under or in connection with the Contract such as, without limitation, employers' liability insurance, professional indemnity insurance, public and products liability insurance and product recall insurance and shall, on Ornua's request, produce both the insurance certificate(s) giving details of cover and the receipt for the current year's premium in respect of each policy.

12. Confidentiality

12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.

12.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information must comply with this clause 12; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

13. Data Protection and Cyber Security

13.1 Pursuant to Art. 13 and/or Art. 14 of the General Data Protection Regulation (**GDPR**), we, Ornua, inform you, the Supplier, of the handling of your personal data (contact data etc.) which we receive within the framework of our business relationship. The controller is Ornua - dataprotection@ornua.com. The legal basis for the processing of this personal data is specified in paragraphs (b) and (f) of Art. 6(1) GDPR. The purpose of the data processing and our legitimate interest is the performance of the business relationship between us.

13.2 Your data will be kept for the duration of this business relationship (including electronically in our systems) and will subsequently be erased, subject, however, to any applicable statutory retention periods and unless we require the data for asserting our legal rights or exercising or protecting ourselves against any legal claims. If you consented to any other type of use, we will delete the data as soon as you revoke your consent. Only our employees and service providers that require the data for the fulfilment of their agreed responsibilities have access to the data. The data may be transmitted to public bodies where required by law (e.g. investigative authorities). If certain prerequisites pursuant to Art. 15 to Art. 18 GDPR are fulfilled, you have an access right, right for correction or deletion of your personal data and a right to limit our processing of your data. Furthermore, you can object to the further processing of your personal data pursuant to Art. 21(1) GDPR. Pursuant to Art. 77(1) GDPR, you also have the right to file a complaint with a supervisory authority if you are of the opinion that the processing of your personal data infringes GDPR.

13.3 For further information regarding our processing of your personal data, please refer to Ornua's Privacy Policy, available here: www.ornua.com/privacy-policy/.

13.4 Supplier represents, warrants and undertakes to Ornua that:

- (a) the Supplier applies proportionate technical, operational and organisational measures ("**TOMs**"):
 - (i) to manage the risks posed to the security of (i) its electronic communications network;
 - (ii) any device or group of interconnected or related devices, one or more of which, carry out automatic processing of digital data; or (iii) digital data stored, processed, retrieved or transmitted by elements covered under (i) and (ii) for the purposes of their operation, use, protection and maintenance (altogether "**Supplier's Network and**

- Information System”**), which it uses for its operations and for the provision of its Products/Services; and
- (ii) to prevent or minimise the impact of any event compromising or with the potential to compromise the availability, authenticity, integrity or confidentiality of stored, transmitted or processed data or of the Products/Services offered by, or accessible via, the Supplier’s Network and Information System (“**Incident**”);
- (b) when determining the appropriateness and proportionality of TOMs in relation to the risks to the security of its Network and Information System, Supplier shall take into account the state of the art, implementation costs, and, where applicable, relevant European and international standards, as well as the probability of occurrence and the severity of the risks;
 - (c) the Supplier’s Network and Information System can resist, at a given level of confidence, any event that may compromise the availability, authenticity, integrity or confidentiality of stored, transmitted or processed data or of the Products/Services offered by, or accessible via, the Supplier’s Network and Information System;
 - (d) the TOMs include, without limitation, protection of Supplier’s Network and Information System from system failures, human error, malicious acts, and natural phenomena;
 - (e) Supplier’s Network and Information System meets all applicable legal or regulatory requirements, including procedures and controls necessary to ensure that Ornua is able to comply with relevant and applicable requirements of cyber security laws, and particularly the European Union’s Directive (EU) 2022/2555 on measures for a high common level of cybersecurity (“**NIS2 Directive**”) and national EU Member States implementing laws which are applicable.
 - (f) the Supplier shall:
 - (i) monitor, analyse, respond to and remediate Incidents in a timely manner; and
 - (ii) notify Ornua in writing about any Incident immediately and in any event no later than 24 hours after the Supplier is aware that an Incident has occurred. The notification will contain the following information:
 - (A) the categories and nature of affected data;
 - (B) the time the Incident first occurred;
 - (C) the duration of the Incident;
 - (D) the sites and IT Systems affected and territories involved;
 - (E) information concerning the nature and impact of the Incident; and
 - (F) the measures which have been taken or which are proposed to be taken to address the Incident and to mitigate its possible adverse effects.
 - (g) the Supplier shall review regularly, at least every six (6) months, and, if necessary, update TOMs to ensure continued compliance with applicable legal obligations and these Conditions.

14. Termination

14.1 Without affecting any other right or remedy available to it, Ornua may terminate the Contract:

- (a) with immediate effect by giving written notice to the Supplier if:
 - (i) there is a change of Control of the Supplier; or
 - (ii) the Supplier's financial position deteriorates to such an extent that in Ornua's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy,
- (b) at any time and for any reason in whole or in part by giving the Supplier written notice whereupon all work on the Contract shall be discontinued and Ornua shall pay to the Supplier fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

14.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 (fourteen) days after being notified to do so;

- (b) the other party is subject to an insolvency event or action; or
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

15. Consequences of termination

- 15.1** On termination of the Contract, the Supplier shall immediately deliver to Ornuu all Deliverables, whether or not then complete, and return all Ornuu Materials. If the Supplier fails to do so, then Ornuu may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 15.2** Termination of the Contract shall not affect the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 15.3** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

16. Force majeure

- 16.1** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from events, circumstances or causes beyond its reasonable control.
- 16.2** The affected party shall, as soon as reasonably practicable after the start of the force majeure event,:
 - (a) notify the other party in writing of the force majeure event, the date on which it started, its likely or potential duration, and its effect on its ability to perform any of its obligations under the Contract; and
 - (b) use all reasonable endeavours to mitigate the effect of the force majeure event on the performance of its obligations under the Contract.
- 16.3** If the period of delay or non-performance continues for 3 (three) months, the party not affected may terminate the Contract by giving written notice to the party affected by the force majeure event.

17. Audit

- 17.1** Ornuu and any of representatives and any representatives of any Regulatory Authority (each being referred to as an **"Auditing Body"**) have the full and unrestricted rights of access, inspection and audit (with the right to take copies of any relevant documentation) to all relevant business premises, networks, data, devices, and relevant records used in the delivery of Products/Services under these Conditions, and the Supplier's external auditors and personnel reasonably required to:
 - (a) fulfil any request by any governmental, statutory or other competent authorities having responsibility for the regulation or governance of Ornuu, the Supplier, any of the Supplier's sub-contractors, or the provision of the Products/Services (**"Regulatory Authority"**);
 - (b) undertake verification that the provision of Products/Services is in accordance with these Conditions, and applicable standards, including good industry practice, and certification standards such as those in the ISO/IEC 27000 series; and/or
 - (c) enable Ornuu to fully comply with all applicable laws, including the NIS2 Directive and national EU Member States implementing laws, as well as respond to enquiries raised by any Regulatory Authority or deal with any investigation by, or order or direction of, any Regulatory Authority.
- 17.2** If an audit identifies that the Supplier has failed to perform its obligations, or is noncompliant with applicable laws, or, in Ornuu's reasonable opinion, is not applying appropriate TOMs, then, without prejudice to the other rights and remedies of Ornuu, the Supplier shall: (i) take the necessary steps (at Supplier's cost) within a timeframe specified by Ornuu (acting reasonably) to address identified issues; and (ii) provide periodic updates to Ornuu about remedial measures being taken. If an audit identifies a Supplier noncompliance with a legal obligation or the terms of this agreement, the Supplier shall pay Ornuu's reasonable costs and expenses incurred in connection with such audit.

18. Business Continuity and Recovery Plan

- 18.1** The Supplier shall ensure that it has in place, reasonable contingency, business continuity and disaster planning arrangements designed to minimise any interruption or disruption to Supplier's business, including interruptions and disruptions caused by the loss, damage or destruction of any premises, equipment, systems, infrastructure or records ("**Business Continuity and Recovery Plan**" or "**BCRP**") as well as ICT security measures, tools and policies that provide an appropriate level of security in line with applicable laws.
- 18.2** The BCRP sets out proportionate and reasonable steps, actions and procedures to be implemented in case of an Incident to ensure any disruption to Supplier's business is minimal, that Ornua continues to receive the Products/Services in accordance with these Conditions, and that any adverse effect on Ornua is minimized. The BCRP will include at least, but not limited to, (i) purpose, scope and audience; (ii) roles and responsibilities; (iii) key contacts and (internal and external) communication channels; (iv) conditions for plan activation and deactivation; (v) order of recovery for operations; (vi) recovery plans for specific operations, including recovery objectives; (vii) required resources, including backups and redundancies; and (viii) restoring and resuming activities from temporary measures.
- 18.3** ties from temporary measures.
- 18.4** The Supplier shall at all times have in place processes and procedures to identify an Incident and where necessary shall implement the BCRP if an Incident occurs.
- 18.5** The Supplier shall provide a copy of the BCRP to Ornua promptly upon request and shall notify Ornua of any material changes made to the copy provided.
- 18.6** The Supplier shall test the BCRP regularly, and in any event annually, and implement any precautionary actions which the Supplier is required to undertake under the BCRP to ensure that they are robust and suitable.
- 18.7** All activities of the Supplier in connection with the BCRP shall be undertaken at no cost to Ornua.

19. General

19.1 Assignment and other dealings.

- (a) Ornua may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.
- (b) The Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Ornua.

19.2 Notices.

- (a) Any notice required or permitted to be given by either party to the other under the Order or the Contract shall be in writing addressed to that other party at its registered office or principal place of business or to such other address as may at the relevant time have been notified pursuant to this clause 19.2 to the party giving the notice.
- (b) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

- 19.3 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

- 19.4 Waiver.** Failure or delay by Ornua in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract. Any waiver by Ornua of any breach of, or any default under, any provision of the Contract by the Supplier shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

- 19.5 No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

- 19.6 Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 19.7 Third party rights.**
- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights for a third party to enforce any term of the Contract.
 - (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 19.8 Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 19.9 Governing law and Jurisdiction.** The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by the law of Ireland and in case of dispute the parties submit to the exclusive jurisdiction of the courts of Ireland.

Ornua Co-operative Limited

Standard Terms and Conditions of Purchase (for Products and/or Services) (v.12.06.2025)

Please refer to www.ornua.com/purchasetermsandconditions for the most up-to-date version of these Conditions.