KEW HEALTH & BEAUTY LIMITED

STANDARD TERMS AND CONDITIONS OF PURCHASE

These Terms apply to all purchases by Kew Health & Beauty Limited of goods, materials, components, finished products, manufacturing, packaging, development, professional services and other goods or services. They form part of each Purchase Order issued by Kew, unless expressly varied in accordance with these Terms.

1. Definitions and interpretation

1.1 "Kew" or "Company" means Kew Health & Beauty Limited (company number 05007380); "Supplier" means the recipient of a Purchase Order; "Contract" means the contract formed under clause 2; "Deliverables" means goods, materials, components, packaging, finished products, intellectual property, documentation and services supplied or to be supplied; "Order" means a Purchase Order issued through Kew's authorised procurement procedure; "Specification" includes agreed formulations, samples, drawings, instructions, packaging specifications, standards, quality requirements and technical documents; "Company Materials" includes all free-issue materials, stock, packaging, tooling, equipment, documents, data, intellectual property and other property owned by or supplied on behalf of Kew; "Group Company" means an entity controlling, controlled by or under common control with Kew.

1.2 "Applicable Requirements" means applicable legislation, regulatory obligations, permits, authorisations, product approvals, relevant quality standards, and the applicable Quality or Technical Agreement. "Business Day" means a day other than Saturday, Sunday or public holiday in England.

1.3 Except where expressly stated to be exhaustive, "include", "including", "such as" and equivalent words introduce examples without limitation. Lists of Supplier duties, prohibited charges, Kew remedies and recoverable losses are illustrative and shall not restrict broader operative language. Conversely, conditions of any Supplier entitlement to payment and exceptions to restrictions benefiting Kew are exhaustive where so expressed.

1.4 Headings and subheadings are included for convenience and ease of reference only and shall not affect the meaning, construction or interpretation of these Terms. Each separate exclusion, restriction, right and remedy is intended to be independently effective, subject to mandatory law.

2. Contract formation

2.1 Every Order is issued exclusively upon these Terms. A Supplier accepts these Terms when it acknowledges, commences, progresses, procures materials for, manufactures, delivers or otherwise performs any part of an Order, whether or not it issues or signs an acknowledgement.

2.2 Supplier terms in quotations, order acknowledgements, invoices, delivery documents, websites, portals or other communications are rejected. Kew's receipt, silence, payment, use of Deliverables or participation in discussions does not of itself accept Supplier terms.

2.3 For each Order these Terms prevail over inconsistent prior or contemporaneous terms, including a previously signed agreement, only where the parties have effectively agreed that priority or variation under applicable law. Any earlier agreement that legally requires a signed variation remains effective unless validly varied. Kew's Order must expressly identify any alternative terms or departure intended to apply.

2.4 The documents rank: (a) expressly identified Order-specific deviations authorised by a director; (b) these Terms; (c) remaining Order particulars; (d) incorporated Specifications. Mandatory regulatory duties cannot be waived; an applicable Quality or Technical Agreement governs technical responsibility and does not diminish these commercial remedies unless expressly and validly agreed.

2.5 Only an authorised director may agree to variation of these Terms. No forecast, estimate, indicative volume, exclusivity or promise of future orders binds Kew without an authorised Order.

2.6 Supplier shall acknowledge each Order in writing within five Business Days after receipt, stating the Order number, scope, quantity, price, promised delivery date and location, together with any discrepancy, proposed qualification, operational limitation or anticipated difficulty.

2.7 Supplier shall expressly accept or reject the Order within that five-Business-Day period. If Supplier does not respond, Kew may withdraw or cancel the unaccepted Order without charge; mere silence shall not of itself create a binding Contract unless an existing effective agreement expressly provides for acceptance by silence. Commencing, progressing, procuring for or otherwise performing the Order constitutes acceptance under clause 2.1.

2.8 An acknowledgement proposing or referencing different terms does not bind Kew to those terms. Kew may reject any qualified acknowledgement but in remaining silent Kew is not accepting or agreeing any proposed or different terms to these Terms. No Supplier variation to price, scope, lead time or other obligation takes effect unless authorised as required by clauses 2.3-2.5 and 4.

2.9 Supplier shall promptly supply any information reasonably required by Kew to confirm acceptance, capability, production scheduling and the agreed delivery commitment. Failure to acknowledge an accepted or otherwise binding Order within the stated period is a breach but does not extinguish Supplier obligations.

2.10 Supplier acknowledgements, confirmations, quotations, order portals, delivery notes and other documents do not introduce any Supplier terms or alter the Order. If a Supplier states that performance is conditional on its own terms, Kew expressly rejects that condition; no contract arises on Supplier terms by reason only of Kew proceeding with the order, taking delivery, paying, or continuing commercial discussions.

3. Supplier competence and acceptance warranty

3.1 By progressing an Order, Supplier warrants that it has assessed the task and possesses adequate skills, experience, trained personnel, available capacity, facilities, equipment, tooling, systems, resources, certifications, permits, licences and regulatory authorisations to perform lawfully and to Specification by the agreed date.

3.2 Supplier shall verify all necessary site approvals, GMP/GDP/food/cosmetic or other relevant quality standards and product-specific authorisations before performance and

maintain them throughout. Supplier shall notify Kew immediately of any suspension, restriction or material deficiency.

3.3 Supplier is engaged as a specialist and bears responsibility for identifying the technical investigations and controls reasonably required to assess feasibility. Any limitation, missing information or need for trials must be raised in writing before acceptance or affected performance; silence followed by performance shall not be relied upon to shift reasonably discoverable risks to Kew.

3.4 An unsuitable facility, lack of staff, inadequate machine capability or failure to identify reasonably foreseeable requirements is Supplier's responsibility and not of itself a basis for extra payment or extension of time.

3.5 Before accepting an Order, Supplier warrants that it has assessed whether its premises, registrations, approvals, equipment, personnel, processes and quality systems are suitable for the particular regulatory classification and intended use of the Deliverables, including where relevant food, nutritional supplement, cosmetic and pharmaceutical requirements. Supplier shall identify and notify Kew in writing of any material limitation or deficiency before commencing affected performance. Kew's review or approval does not relieve Supplier of these independent duties.

4. Price, financial authorisation and prohibited extras

4.1 The Order price is fixed, stated in GBP unless expressly otherwise agreed, and includes all costs of supply and compliant performance, including materials, packing, testing, certification, delivery, insurance, duties and levies other than properly chargeable VAT. No cost escalation or currency adjustment is permitted without an authorised Order amendment issued by Kew.

4.2 No additional amount of any nature is payable unless BOTH (a) Kew expressly approves the identified item and price in writing in advance AND (b) Kew issues a duly authorised new Order or formal Order amendment covering that precise expenditure. Technical approval, discussions, email exchanges, attendance at meetings, acceptance of benefits or conduct by personnel without purchasing authority are not financial authorisations.

4.3 Prohibited unapproved charges include, without limitation, extra line time, line clearance and setup, machine trials, feasibility work, engineering, tooling, change parts, equipment modifications, repacking, reworking, extra labour, sampling, analysis, investigation, rejected batches, wasted material, warehousing, transport, subcontractors and administration.

4.4 Supplier shall not incur or recharge retrospective expenses, and shall have no contractual claim for payment on an implied agreement, course of dealing or quantum meruit basis to the fullest extent legally permissible. Supplier bears its own expenditure unless properly authorised as above.

4.5 If Supplier identifies possible additional work, it shall first provide a written technical cause analysis, why not identified earlier, evidence for the proposed remedy, itemised quotation, alternatives, effect on timing and quality, and await the authorised Order. Kew's approval of corrective activity does not mean Kew accepts its cost where caused by Supplier breach.

4.6 Any saving resulting from a Kew-approved change shall reduce the price fairly. No price increase or change shall bind Kew without a valid Order amendment.

4.7 Supplier shall not place speculative, excess or minimum-order-quantity purchases, create surplus inventory, reserve production capacity or incur origination, sampling, laboratory, tooling, artwork, storage, stock-holding, shelf-life or expiry liabilities for Kew unless the precise commitment, quantity and cost have first been expressly approved and covered by a duly authorised Order. Supplier bears all unauthorised surplus, obsolete, over-purchased and expired material costs irrespective of its own vendors' pack sizes or minimum order requirements. Kew-funded materials remain subject to the Company Materials and title provisions.

4.8 Except for VAT properly chargeable on a valid invoice and any other specific tax, duty or levy expressly identified and priced in an authorised Order, the agreed price is inclusive of all taxes, duties, customs charges, environmental charges, statutory contributions, tariffs, fees, assessments and similar costs incurred in connection with Supplier performance, to the extent lawfully capable of inclusion. Supplier shall bear its own tax liabilities and those of its suppliers and subcontractors. No new or increased tax, duty, levy or other amount may be passed to Kew without Kew's prior express written approval and a duly authorised Order amendment. Nothing in this clause alters any statutory obligation imposed directly on Kew or prevents the correct charging of VAT required by law.

5. Invoices & payment

5.1 Invoices may be issued only on complete compliant performance unless authorised milestones are specified. Each must quote the Order number and supporting documents. No invoice should be submitted later than six months following performance.

5.2 Subject to applicable law, payment falls due 75 days following the end of the calendar month in which Kew receives a valid undisputed invoice after compliant performance, unless the Order expressly states another term. The parties acknowledge that any payment period exceeding 60 days must be fair in the relevant circumstances.

5.3 Kew may withhold sums genuinely disputed or arising in relation to non-compliance and may set off sums legally due from Supplier under this or any other Contract. Group-company set-off applies only where permitted by law or an effective agreement. Payment is not acceptance or waiver.

5.4 Supplier may not assert liens over Company Materials, suspend an unrelated order or require payment of unauthorised costs. Any statutory late-payment rights remain subject to applicable law.

6. Specifications, warranties and changes

6.1 Deliverables shall strictly conform to Order, approved samples and Specifications; be of satisfactory quality, free from defects, fit for purposes made known or reasonably apparent; and meet Applicable Requirements. Supplier warrants all descriptions, claims and certifications are correct.

6.2 Supplier shall use appropriate qualified personnel and good industry practice and procure all rights necessary for lawful intended use. Supplier shall not change inputs, formulation, source, site, process, test method, machine, packaging, artwork, subcontractor or other material parameter

without prior written Kew approval and appropriate change control.

6.3 All statutory warranties and remedies benefiting Kew apply in addition to express rights so far as legally permitted. Inspection, advice, approval, payment or acceptance by Kew shall not release Supplier from independent duties.

6.4 Supplier shall provide all accurate manufacturing, packing, test, release, traceability, certification and other supporting documentation necessary for compliant use and distribution.

6.5 Kew's approval of any sample, prototype, formulation, artwork, specification, trial or process is limited to the particular characteristics expressly approved. It is not an irrevocable representation that manufacturing, quality, fitness, regulatory compliance, batch consistency, stability or process capability has been established, and does not relieve Supplier of independent duties. Supplier must identify and notify Kew of defects, risks, insufficiencies or inconsistencies it knows or ought reasonably to identify, notwithstanding compliance with Kew instructions or a nominated source.

6.6 Printed Materials, Packaging and Artwork Conformity. Where the Deliverables include printed materials, labels, cartons, packaging, inserts or other printed or decorated components, the Supplier shall ensure that all such Deliverables conform to the approved artwork, specifications, proofs, colour references, approved physical samples and agreed quality standards. The Supplier shall be responsible for ensuring consistent and satisfactory print quality, including colour reproduction, registration, clarity, legibility, print density, finish, coating, cutting, folding, adhesion, durability and other relevant characteristics. Kew reserves the right to reject any printed materials or components which, in Kew's reasonable assessment, exhibit unacceptable colour variation, inconsistency with approved artwork or colour standards, poor print quality, misregistration, smudging, marking, fading, incorrect text, inaccurate dimensions, defective finishing or any other material departure from the agreed specification or approved standard. No variation, substitution or departure from approved artwork, materials, printing processes, colour standards or specifications shall be permitted without Kew's prior written approval. The Supplier shall not rely upon its own standard manufacturing or printing tolerances, or upon any general assertion that colour variation or other printing differences are customary or unavoidable, unless the relevant tolerances have been expressly agreed by Kew in writing. Approval of artwork, digital proofs, printed proofs or pre-production samples shall not relieve the Supplier of responsibility for the conformity and consistency of subsequent commercial production. Where printed materials or components are rejected due to Supplier-attributable non-conformity, the Supplier shall, at Kew's election and without additional charge, replace the affected components, refund the relevant purchase price or provide another remedy available under these Terms, and shall be responsible for legally recoverable associated costs and losses, including reasonable collection, transport, disposal, replacement and expedited supply costs.

7. Pre-production trials and process suitability

7.1 Before accepting or proceeding with commercial manufacture or packing Supplier shall assess material properties and suitability for its equipment and processes and conduct at its own cost all reasonably necessary feasibility checks, sampling, trials and validation.

7.2 Supplier shall promptly record receipt and evaluation of samples. If quantity, condition or information is inadequate, Supplier shall before proceeding specify in writing precisely what further quantity, information or trials are needed, what cannot be concluded and the risk of proceeding.

7.3 Supplier must identify and maintain appropriate incoming, in-process and finished-product checks, process parameters, equipment settings and controls. If Kew's Specification or proposed controls are insufficient or inappropriate, Supplier shall identify the deficiency, propose proportionate additional controls and notify Kew before affected production; Supplier shall not silently proceed where quality, regulatory or material process risk is unacceptable.

7.4 Kew has no duty to design Supplier's process or identify its equipment limitations. Supplier may not rely on successful processing of other bulks, components or products as proof of suitability for the Deliverables.

7.5 Where additional tooling, maintenance, trials, adjustments or corrective work should reasonably have been identified before order acceptance or results from Supplier default, Supplier bears those costs. All other additional costs remain subject to clause 4. No unapproved process change may compromise validation, quality or regulatory requirements.

7.6 Failure to identify a reasonably foreseeable process limitation or failure to give timely written warning constitutes breach; Supplier shall be responsible for resulting recoverable losses, including wasted materials, rework, alternative packing, delay, lost profits and customer claims.

8. Quality systems, inspections and records

8.1 Supplier shall establish, maintain and operate proportionate, documented quality management systems and risk-based controls consistent with Applicable Requirements, recognised good industry practice and Good Manufacturing Practice (GMP) where applicable to the relevant goods and services. Supplier shall ensure complete and effective backward and forward traceability, including batch genealogy, for all raw materials, ingredients, free-issued materials, components, primary and secondary packaging, intermediate products, work in progress, manufacturing and packing operations and finished goods. Records shall, as applicable, identify material sources and suppliers, lot and batch numbers, quantities, dates, equipment and production lines, relevant operators or shifts, processing and packing records, quality checks, disposition and release decisions, and the link between inputs and finished units. Supplier shall ensure that affected stocks and batches can be reliably identified, located, segregated and traced through subsequent distribution where the information is within its custody or control.

8.1A Where a bulk or intermediate batch is processed, filled, packed or labelled over different shifts, production days, equipment, packing lines or other materially distinct operating periods, Supplier shall undertake and document a proportionate risk-based assessment of the appropriate level of production and packed-unit traceability. Supplier shall specifically consider whether validated sub-batch identifiers, time/shift/line identifiers, sequential coding, packaging-run records or equivalent controls would permit reliable

identification and isolation of a discrete affected portion of production and thereby reduce the extent, disruption and cost of an investigation, quarantine, withdrawal or recall.

8.1B Supplier, as the manufacturing or packing specialist, shall select, implement and maintain an effective and appropriately validated traceability and coding approach consistent with Applicable Requirements, product risk, equipment capability, packaging and labelling constraints, and agreed Specifications. Where finer segregation is reasonably practicable and proportionate to the risks, Supplier shall implement it unless Kew expressly approves a different approach in writing following disclosure of the Supplier's documented justification and the foreseeable consequences for isolation and recall scope. Kew's review or approval shall not relieve Supplier of its independent obligations or responsibility for the adequacy of its systems.

8.1C Where Supplier elects not to implement more granular identification, it shall retain a contemporaneous written risk assessment explaining why the selected system is adequate, how affected units can be identified and the potential scope of a withdrawal or recall. Supplier shall promptly disclose that assessment and supporting records to Kew upon request. If inadequate records, segregation or coding attributable to Supplier's breach prevent reliable isolation of affected units and reasonably necessitate wider precautionary action, Supplier shall remain responsible for resulting legally recoverable losses and costs to the extent caused by its breach, subject to clauses 12 and 13 and applicable law. No narrower recall scope is guaranteed or permitted where regulatory, safety or quality considerations require broader action.

8.1D All routine traceability assessment, batch genealogy, coding controls, record creation, reconciliation and retrieval reasonably required for compliant performance are included in the Order price. No additional charge or material alteration to agreed artwork, specifications or coding may be made without the express approvals and duly authorised Order required by clauses 4 and 6. Supplier shall make relevant records promptly available for Kew's reasonable review and without undue delay in any suspected defect, regulatory enquiry, product withdrawal or recall.

8.2 Supplier shall promptly notify Kew of deviations, out-of-specification results, defects, suspected contamination, complaints, safety concerns, regulatory issues and potential delays; investigate root causes, implement Corrective and Preventative Action (CAPA) and provide records and timely reports.

8.3 Kew and authorised advisers / auditors may inspect relevant premises, equipment, production, stocks, documents and approved subcontractors on reasonable notice, or urgently on reasonable grounds for safety or serious quality concern. Supplier shall cooperate with regulatory inspections and investigations.

8.4 Records shall be retained for the longest of the legal, agreed quality, shelf-life or regulatory period. No review, inspection or omission by Kew limits Supplier liability.

8.5 Where a separate Quality or Technical Agreement applies, it supplements these Terms; no provision may be read as displacing statutory responsibility of the relevant manufacturer, product owner, authorisation holder or other regulated party.

8.6 Ordinary inspections, regulatory correspondence, routine quality assurance, required testing, validation, document production and responses to competent regulators concerning Supplier's activities are included in the Order price unless a specific extra charge has been authorised in advance in a duly issued Order. Supplier shall not treat Kew's compliance review or a regulator's action as automatic authorisation for additional fees. Statutory responsibilities and regulator-directed activities remain with the legally responsible entity.

8.7 Food Safety, Hygiene and Nutritional Supplements. Where Deliverables include food products, nutritional supplements, ingredients intended for human consumption, or related manufacture, handling, filling, packing, storage or transport, Supplier shall ensure that all relevant premises, equipment, personnel and operations comply with applicable food safety, hygiene, registration, approval and other regulatory requirements. Supplier shall maintain documented food-safety management procedures based on HACCP principles and appropriate good manufacturing, hygiene, cleaning, sanitation, pest-control, personnel-training, equipment-maintenance, contamination-prevention, identification, traceability and quality-assurance controls. Facilities and processes shall be suitable for their intended use, with appropriate controls against microbiological, chemical, physical and other contamination, including cross-contamination. Where relevant, Supplier shall maintain effective line clearance, segregation, labelling checks, fill-weight, seal-integrity and packaging controls to prevent mix-ups, mislabelling and loss of product integrity. Supplier shall maintain necessary registrations, approvals and competent personnel, supply relevant compliance records on reasonable request and notify Kew immediately of material food-safety concerns, significant hygiene failures, regulatory restrictions or contamination incidents. Responsibility for implementing and monitoring Supplier's operational controls remains with Supplier; Kew's review, inspection or approval does not transfer those duties, without prejudice to any non-excludable legal responsibilities of Kew.

8.8 Allergen, Animal-Origin and TSE Controls. Supplier shall establish and maintain documented, risk-based controls for allergens, materials of animal origin and transmissible spongiform encephalopathy (TSE), including bovine spongiform encephalopathy (BSE), insofar as relevant to the Deliverables, ingredients, processes and services. Where appropriate, such controls shall include (a) identification and assessment of allergenic materials and potential unintended cross-contact; (b) proportionate segregation, handling, cleaning, line-clearance, equipment and personnel controls; (c) verification of composition, origin, supplier declarations, specifications and relevant changes; (d) evaluation of animal-origin and TSE/BSE risks, qualified sourcing and supporting certifications or declarations where required; and (e) records demonstrating the controls applied. Supplier shall promptly notify Kew of changes in ingredient composition, allergen or animal-origin status, source or other matters affecting safety, compliance or approved Specifications. On reasonable request Supplier shall provide relevant allergen, animal-origin and TSE/BSE declarations, risk assessments, certificates and supporting records appropriate to the material and Applicable Requirements, without additional charge. The absence of

specific allergen or animal-origin restrictions in an Order does not relieve Supplier of its independent duties to assess and manage relevant risks.

8.9 Retained Samples. For each bulk batch packed or filled under an Order, Supplier shall retain, in addition to a representative retained sample of the bulk product prior to packing or filling, not fewer than three separately identified representative samples of the finished packed product, taken respectively from the beginning, middle and end of the packing or filling operation. Where a bulk batch is packed over multiple days, shifts or lines, Supplier shall ensure that the sampling plan and accompanying records are sufficient to identify the relevant production periods, lines and conditions and shall take additional samples where required by Applicable Requirements, the Specification, a Quality or Technical Agreement or a proportionate risk assessment. Retained samples shall be of suitable quantity and condition for relevant examination and testing, be traceable to the bulk batch and packing run, and be stored securely under appropriate controlled conditions. Supplier shall retain the samples until at least one year after expiry of the product's stated shelf life, or for any longer period required by Applicable Requirements, an applicable Quality or Technical Agreement or Supplier's own established retention policy, whichever is longest. Supplier shall preserve sample identification, collection, custody, storage and examination records and make samples and associated records available promptly to Kew on reasonable request, subject to applicable law. The absence of a reported or observable defect in any retained bulk or packed sample, including a satisfactory analytical or investigational result, does not establish that all Deliverables supplied were conforming, does not override evidence of defects or latent defects in goods actually delivered, and does not of itself constitute acceptance, waiver, release or a limitation of Supplier's obligations or liability under these Terms.

9. Free-issue materials: receipt, quality and ownership

9.1 Company Materials remain property of Kew or its designated owner. Supplier shall identify, segregate, securely hold, insure, account for, reconcile and preserve them; no lien, charge, sale, unauthorised use, substitution or disposal is permitted. Supplier bears risk of damage or loss while in its custody, except to the extent caused by Kew's wrongful act.

9.2 Supplier shall carry out and document appropriate receipt, identity, visual, packaging-integrity, sampling, testing and in-process controls reasonably expected from a competent specialist given the material, risks, agreed quality arrangements and Applicable Requirements.

9.3 Supplier shall quarantine and promptly notify Kew of material it knows, reasonably suspects or should reasonably detect is unsuitable or non-compliant. It must not use affected material without suitable written disposition, save where required urgently by law.

9.4 Supplier remains liable where it caused or contributed to any defect, failed to conduct required controls, failed to detect a defect reasonably detectable at receipt or in process, or continued production after a risk was or should have been evident. Free issue, Kew's selection of a source, approved specification or retention of title is not itself a defence.

9.5 The Supplier is not strictly liable merely because a truly latent defect existed in a free-issue item where it could not reasonably have been detected by required controls and Supplier did not cause or worsen resulting loss. Where causes are concurrent, Supplier remains responsible to the extent attributable to its breach and other legal responsibility.

9.6 Supplier shall provide prompt stock and reconciliation records on request and return materials or transfer them to Kew or its nominee on termination, subject to lawful access.

9.7 Supplier shall, at its own cost, maintain insurance with reputable insurers against loss, theft, damage, deterioration and other reasonably insurable risks affecting all Company Materials, including free-issue raw materials, ingredients, components, packaging, work in progress and other Kew-owned property, while at Supplier premises or otherwise in Supplier's possession, custody or control, including storage, handling, movement and activities undertaken by approved subcontractors. Cover shall be for no less than the full reasonable replacement value of the insured property, subject to commercially available terms appropriate to the relevant risk. Supplier shall ensure the interests of the property owner are appropriately protected under the policy and shall provide evidence of cover, policy limits and material exclusions upon request. Insurance shall not limit Supplier's contractual liability or transfer title in Company Materials.

9.8 Supplier shall maintain accurate, contemporaneous inventory records for each line of Company Materials, including the relevant material description, Kew item/reference code where supplied, supplier or manufacturer batch/lot number where applicable, units of measure, opening balance, receipts, quantities used or incorporated into production, returns, transfers, wastage, rejects, other adjustments and closing balance. Supplier shall reconcile recorded balances to physical stock as appropriate and promptly investigate and notify Kew of discrepancies, loss or unexplained usage.

9.9 Without needing a request from Kew, Supplier shall prepare an inventory statement of all Company Materials held by it or by approved subcontractors as at the close of business on the last calendar day of each month and deliver that statement to Kew no later than three Business Days after month-end. The statement shall identify each material and component line, batch/lot where applicable, location, status (including quarantine, rejected or released stock), quantity and unit of measure, and movements and adjustments during the month. Supplier shall provide equivalent statements at more frequent intervals or for specified dates when reasonably requested by Kew, together with supporting reconciliation records. These reporting and stock-control duties are included in the Order price and do not authorise additional charges.

9.10 Loss of Free-Issue Materials, Analytical Failures and Replacement Costs. Where any batch, production run, finished product, intermediate product or work in progress is rejected, fails analytical or quality-control testing, is written off, destroyed, rendered unusable or requires replacement as a result of any manufacturing or packing deviation, processing failure, analytical or testing error, contamination, non-conformance, equipment failure, negligence, breach of Contract or other act or omission attributable to the Supplier,

its personnel or subcontractors, the Supplier shall reimburse Kew for the full reasonable replacement cost of all affected Company Materials, including raw materials, ingredients, components and packaging materials.

Where Kew is required to procure replacement Company Materials to enable manufacture, packing or supply to be repeated or completed, the Supplier shall also reimburse Kew for all reasonable additional costs arising as a consequence, including:

(a) any increase in the purchase price of replacement materials compared with the original materials;

(b) additional freight, carriage, insurance, handling, storage, customs and transportation charges;

(c) reasonable expedited procurement, priority manufacturing, express delivery and other costs incurred to minimise delay or disruption;

(d) analytical, laboratory, microbiological, stability, quality-control, investigational and repeat-testing costs reasonably incurred as a consequence of the Supplier-attributable failure;

(e) costs of quarantine, segregation, collection, transportation, treatment, lawful disposal or destruction of rejected or unusable materials, work in progress or finished products, including associated waste-management charges and supporting documentation; and

(f) other reasonably incurred and evidenced costs arising from the rejection, investigation, replacement or corrective action.

The Supplier shall remain responsible for its own costs of investigating, correcting, repeating or replacing defective manufacturing, packing, analytical or testing operations to the extent attributable to its breach or default, without additional charge to Kew.

These obligations apply whether the affected materials were purchased directly by Kew, supplied through a third party or owned by another party on whose behalf Kew arranged supply, provided Kew has incurred or is legally responsible for the relevant loss or expenditure.

The Supplier shall not dispose of affected Company Materials or products without Kew's prior written authorisation, except where immediate disposal is required by applicable law or necessary to address an urgent safety risk. The Supplier shall retain appropriate records and evidence of such disposal.

Kew shall be entitled to recover such amounts as damages or, where legally permissible, by set-off against sums payable to the Supplier, without prejudice to its other contractual rights and remedies. No double recovery shall be permitted.

9.11 Storage Conditions and Evidence of Compliance. While any raw materials, ingredients, components, packaging, work in progress or finished products are in Supplier's possession, custody or control, including at approved subcontractor premises or during Supplier-controlled handling and transport, Supplier shall store and handle them in suitable, secure and appropriately controlled conditions so as to preserve their identity, quality, integrity, safety and shelf life. Supplier shall comply with all applicable labelled or specified storage requirements, temperature and humidity limits, manufacturer instructions, recognised industry standards, Good Manufacturing Practice where applicable, and other Applicable Requirements. Supplier shall establish and maintain proportionate monitoring and contemporaneous records of relevant conditions, promptly investigate and notify Kew of any excursion or loss of control that may affect the materials or products, and take appropriate protective action. Upon Kew's request, Supplier shall promptly provide copies of relevant storage, environmental-monitoring, excursion and corrective-action records, certified as true and complete by an authorised representative of Supplier. Compliance, monitoring, record keeping and provision of such records form part of the agreed Order price and do not reduce Supplier's liability or transfer responsibility for storage controls to Kew.

10. Delivery, risk, acceptance and delay

10.1 Time is of the essence. Delivery shall occur at the agreed location and time, with correct packing, labels, documents, batch details and transport conditions. No partial, substituted or early delivery without Kew’s prior approval.

10.2 Risk remains with Supplier until contractual delivery and unloading at the named destination as applicable. Title passes to Kew on delivery or payment, whichever is earlier, insofar as legally capable of passing; advance-funded identified goods and work in progress shall be segregated and appropriated to Kew.

10.3 Kew may inspect and test Deliverables within a reasonable time. Any receipt, inspection, testing, delivery note, payment, use, resale, distribution, release or purported acceptance shall not, to the maximum extent permitted by law, waive or discharge any right or remedy in respect of any defect or non-compliance that was not reasonably discoverable when such act occurred. Kew may notify and pursue latent defects upon discovery, subject to applicable law.

10.3A A latent defect includes, without limitation, microbiological or chemical contamination, instability, deterioration, incorrect composition or potency, packaging or closure failure, incomplete or inaccurate labelling, material incompatibility, and any quality, safety, efficacy, user experience, adverse reaction or regulatory defect which becomes apparent only through subsequent storage, stability testing, customer or consumer use, complaint, investigation or post-market surveillance. The Supplier remains responsible to the extent that the defect or resulting loss is attributable to its acts, omissions or contractual or regulatory responsibilities.

10.4 For delayed Deliverables, Kew may claim liquidated damages at 2% of the price of the delayed portion per completed week, capped at 30% of that portion, insofar as enforceable as a proportionate protection of legitimate interests. This does not prevent recovery for separate losses not compensated by that amount; no double recovery is permitted.

10.5 Kew may cancel, source substitutes, recover reasonable additional costs and pursue all other available remedies. Supplier shall notify threatened delays immediately with an evidenced recovery plan.

10.6 After acceptance of an Order, Supplier shall give Kew a written, accurate progress report at intervals not exceeding 14 calendar days until all Deliverables are supplied and associated outstanding obligations completed. Each report shall identify the Order number, order status, completed and outstanding milestones, current production or procurement stage, agreed delivery date, anticipated completion,

constraints, quality or regulatory concerns, mitigation actions and other reasonably requested progress information.

10.7 Supplier shall notify Kew immediately on becoming aware of any actual, reasonably foreseeable or anticipated change to a previously agreed or advised delivery date, whether earlier or later. Notification shall explain the cause, effect, recovery steps and realistic revised forecast. Supplier shall not await the next 14-day report before reporting such change.

10.8 No report, revised forecast, acknowledgement, discussion or receipt of information by Kew shall vary an agreed delivery date, waive time being of the essence, waive delay remedies or authorise any additional charge. A change requires Kew's express written approval under the applicable Contract and financial-authorisation provisions.

10.9 Kew may reasonably require more frequent progress reporting for delayed, critical or higher-risk Orders. Supplier shall obtain corresponding information from its subcontractors and upstream providers. Failure to provide an accurate report or required notification constitutes a breach without limiting Kew's other rights or Supplier's liability for resulting legally recoverable losses.

10.10 Unless the Order expressly stipulates otherwise, a delivery quantity from 95% to 105% inclusive of the ordered quantity is permitted as a quantity tolerance only, provided every unit conforms fully to Specification and quality requirements. Kew shall pay only for the conforming quantity actually delivered and accepted at the agreed unit price; no minimum-batch, setup, waste, line-time, shortfall or surplus surcharge is payable. Delivery outside the +/-5% range, or any different quantity tolerance, requires Kew's express prior written approval and an appropriately authorised Order amendment. This tolerance does not excuse delay, nonconformity, incomplete documentation, shelf-life deficiency or other breach, or authorise supply above an agreed maximum where the Order expressly prohibits over-delivery.

10.11 Delivery terms and any Incoterms rule apply only if expressly specified in Kew's Order. No Supplier default of Ex Works, collection at Supplier premises, storage charge, collection deadline, transfer of risk before the agreed delivery point or retention-of-title provision shall be incorporated by Supplier documentation. Any commercially agreed collection arrangement shall not itself diminish contractual quality, documentation or latent-defect rights.

10.12 Where Supplier arranges or is responsible for carriage or delivery, it shall at its own expense use suitable, competent and appropriately insured carriers and maintain or procure adequate goods-in-transit/cargo insurance against accidental loss, theft and physical damage to the Deliverables for their full reasonable replacement value, including loading, carriage, transhipment, temporary transit storage and unloading until the contractually agreed delivery point and transfer of risk. Supplier shall comply with applicable transport, packaging, handling and security requirements, promptly notify Kew of any transit incident, preserve evidence, pursue carrier/insurer claims and replace or remedy affected Deliverables without prejudice to Kew's other rights. Evidence of appropriate coverage shall be supplied on request. Insurance proceeds and policy limits shall not restrict Supplier's contractual liability.

10.13 Transport Conditions and Environmental Protection. Where Supplier arranges, undertakes or is responsible for transport of raw materials, ingredients, components, packaging, intermediate products or finished goods, it shall maintain suitable handling, environmental and security controls throughout collection, loading, transit, intermediate storage, unloading and delivery. Controls shall comply with applicable labelled conditions, Specifications, recognised industry standards and Applicable Requirements and, where relevant, address temperature, humidity, cleanliness, contamination, deterioration, tampering and damage. Supplier shall engage suitable carriers, vehicles, equipment and protective packaging and ensure compliance by transport subcontractors. Where temperature or other environmental monitoring is required by Applicable Requirements, the Specification or a reasonable risk assessment, Supplier shall maintain records and, upon request, provide records certified by an authorised representative as accurate and complete. Supplier shall promptly notify and investigate actual or suspected excursions or incidents that may affect conformity, and shall not release affected goods as conforming until appropriately assessed and dispositioned. Supplier remains responsible for carriers engaged by it; no additional charges are payable except as authorised under clause 4.

11. Rejection, remedies and replacement supply

11.1 If any Deliverable is late, defective, incomplete, unfit or non-compliant, Kew may without prejudice to other remedies reject all or part, require re-performance/repair/replacement within seven days or a shorter reasonable urgent period, obtain refund, arrange alternative supply and recover incremental costs, or cancel the relevant Contract.

11.2 Supplier shall pay reasonable testing, handling, quarantine, storage, collection, return, destruction, reworking and replacement costs attributable to its breach. Kew may arrange urgent mitigation itself without giving Supplier a prior chance to rectify when circumstances reasonably require it.

11.3 Rejected goods remain Supplier's risk and shall be promptly collected. Rights are cumulative, subject to no double recovery.

11.4 No three-day or other short contractual defect-notification or rejection deadline applies. Kew shall notify Supplier within a reasonable time after sufficient information becomes available, having regard to investigation, testing, customer complaints and regulatory requirements. Delay in notification alone does not constitute acceptance, discharge warranties or extinguish remedies, subject to applicable law and proven material prejudice caused by unreasonable delay. Repair, replacement or refund is not an exclusive remedy unless Kew expressly agrees in a duly authorised written variation.

11.5 Evidence of Conformity and Investigation of Reported Defects. Where Kew gives Supplier reasonable particulars of a reported, suspected or identified quality defect, latent defect, failure or non-conformity affecting Deliverables, Supplier shall promptly investigate at its own cost and provide the relevant contemporaneous production, packing, testing, release, traceability, retained-sample, deviation and other records, together with a reasoned written assessment supported by appropriate evidence. As between Kew and Supplier for the purposes of determining contractual conformity and any

proposed rejection or corrective action, Supplier shall bear the contractual responsibility and cost for substantiating that the affected Deliverables conformed to the Contract and Applicable Requirements and that any asserted defect was not attributable to its acts, omissions or responsibilities. An assertion such as that no defect was found in retained samples, that routine release tests passed or that a defect has not been reproduced shall not, by itself, discharge that responsibility or defeat Kew's rights relating to delivered goods or latent defects. Pending satisfactory investigation and disposition, Kew may take reasonable precautionary steps in accordance with these Terms. Nothing in this clause requires Kew to prove a defect conclusively before notifying Supplier or taking a reasonable contractual precaution, nor does it displace mandatory rules of evidence, the powers of a court or tribunal, or applicable legal requirements concerning causation, proof and recoverable loss.

11.6 Examination and Testing of Returned Samples. Where Kew submits or arranges for the return of any product, material, component or sample to Supplier in connection with an actual or suspected quality defect, latent defect, customer complaint, adverse reaction, contamination, analytical failure, non-conformity or other product-related incident or concern, Supplier shall, at its own cost and without undue delay, undertake or procure an appropriate and thorough examination, investigation, analysis and testing of the returned item. Such investigation shall include, where relevant, physical, chemical, microbiological, analytical, stability, packaging-integrity and other testing reasonably necessary to establish the nature, cause and extent of the reported concern, taking account of the product, applicable Specifications, recognised industry standards and Applicable Requirements. Supplier shall ensure that investigations and testing are undertaken by suitably qualified personnel or competent laboratories using appropriate methods and procedures. Supplier shall maintain adequate records, preserve relevant evidence and provide Kew with a written investigation report setting out the examinations performed, methods employed, results obtained, conclusions reached, root-cause assessment and any recommended corrective or preventative actions. Supplier shall not decline, delay or restrict an appropriate investigation solely because the reported defect has not been reproduced in retained samples, because the relevant goods have previously passed release testing, or because Supplier disputes the existence or cause of the reported concern. Supplier shall, where practicable, preserve sufficient returned material and associated evidence to permit repeat or independent examination, and shall not destructively test or dispose of all available material without Kew's prior written approval unless necessary for safety or required by law. All reasonable costs of examination, investigation, analysis, microbiological and other testing, together with associated laboratory and reporting costs, shall be borne by Supplier and included within its contractual obligations, without additional charge to Kew. Kew may, where reasonably necessary, arrange independent analysis or testing, and Supplier shall cooperate and provide relevant information and records. Nothing in this clause limits Kew's rights under clauses 11.5, 12 or 13, or relieves Supplier of its obligations concerning defective or non-conforming Deliverables.

12. Recall, safety action and free-issue defect allocation

12.1 Supplier shall immediately notify Kew of an actual or suspected defect, safety issue or regulatory risk potentially affecting distributed goods, and cooperate in traceability, complaint handling, regulatory communication, recall, market withdrawal, field action, correction, rework or destruction.

12.2 If a recall or corrective action is reasonably necessary because Supplier caused/contributed to a defect, including the use of Supplier purchased defective raw materials and components, breached a duty, failed proper incoming or in-process inspection, failed to detect a reasonably detectable defect in free-issue raw materials or packaging, or continued processing despite a warning sign, Supplier shall indemnify Kew for resulting recoverable loss.

12.3 Covered loss includes without limitation investigation, laboratory work, regulator liaison, advisers, retrieval, transport, media announcements, stockist fees, retailer penalties, quarantine, destruction, corrective production, replacement stock, credits, refunds, distributor/customer claims, lost sales, profits, commercial opportunities, goodwill and reputation, and demonstrable internal response costs.

12.4 Supplier may not disclaim responsibility merely because a material was free-issued or chosen or approved by Kew. Allocation remains subject to proof, causation, applicable law and prevention of double recovery.

12.4A The Supplier’s warranties, indemnities, traceability, investigation, cooperation, corrective-action and recall obligations survive inspection, delivery, acceptance, payment, resale, distribution, expiry or termination of the Contract and, where relevant, expiry of the product shelf life, for so long as related liabilities and claims may legally arise. No contractual warranty period, complaint-notification period or shelf-life period shall independently bar Kew’s claims for latent defects, unless expressly agreed by an authorised director of Kew in an Order identifying the particular restriction and subject always to applicable law. Kew shall notify the Supplier within a reasonable period after becoming aware of a material suspected latent defect, without forfeiting claims merely because a defect was not discovered earlier.

12.5 Kew controls voluntary market responses involving its products subject to mandatory legal and regulatory duties. Supplier shall not make unauthorised customer or public statements and shall not improperly withhold records.

12.6 Kew may initiate or direct a reasonable precautionary quarantine, voluntary withdrawal, recall, safety communication or corrective action without awaiting a compulsory notice from a regulator and without Supplier permission, subject to mandatory allocations of regulatory responsibility. Supplier shall cooperate promptly, preserve evidence and records and reimburse legally recoverable costs and losses to the extent attributable to its breach, defect or failure of required controls. Supplier shall not deny responsibility merely because the action was voluntary or because affected inputs were free-issued or nominated by Kew.

13. Supplier liability and indemnities

13.1 Supplier indemnifies and keeps indemnified Kew, its Group Companies and their personnel against all legally recoverable losses, damages, liabilities, third-party claims, reasonably incurred settlements, costs and expenses arising from Supplier breach, nonconforming goods, negligence, misconduct, delay, regulatory breach, product liability, defective free-issue handling, recall, misuse of Company Materials, confidentiality breach, data breach attributable to Supplier or intellectual-property infringement.

13.2 Recoverable losses include without limitation direct loss, indirect and consequential loss to the extent recoverable, lost profit, sales, gross margin, goodwill, brand value, reputation, customers, contracts, business opportunity, production interruption, replacement supply, recall, rework, shipping, storage, reasonable legal and adviser costs, and evidencable management/staff costs.

13.3 Supplier acknowledges that Kew supplies customers and distributors and that breach can foreseeably cause losses materially exceeding the Order price. No contractual monetary cap or exclusion of lost-profit, goodwill or consequential-loss categories applies to Supplier liability under these Terms.

13.4 Recoveries remain subject to applicable legal rules on causation, proof, mitigation and no double recovery, except as lawfully modified by an express indemnity. Supplier shall cooperate with third-party claims and not settle matters affecting Kew without Kew's written consent.

14. Kew Liability

14.1 To the maximum extent permitted by law, Kew excludes liability to Supplier arising from contractual exercise of cancellation, variation, rejection, suspension, withholding or other rights, and for lost profits, revenue, anticipated savings, business, contracts, opportunity, goodwill, reputation, idle capacity, overheads, wasted expenditure and indirect or consequential loss.

14.2 Where any liability to Supplier survives an exclusion, Kew's total aggregate liability under or in connection with each Contract, in contract, tort (including negligence), misrepresentation other than fraudulent misrepresentation or otherwise, shall not exceed £1,000, to the maximum extent legally enforceable.

14.3 The £1,000 is an aggregate cap across all claims relating to that Contract, not a per-event allowance. It does not reduce payment properly due for compliant Deliverables accepted by Kew, subject to lawful withholding, counterclaim or set-off.

14.4 No limitation excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or other liability which cannot lawfully be excluded. Each exclusion is intended to operate separately and without creating a cause of action.

15. Cancellation

15.1 Kew may cancel, suspend, defer or reduce any unperformed portion of an Order for convenience by written notice. Unless the Order expressly agrees otherwise, Supplier has no contractual entitlement to cancellation, termination, restocking or administration fees; material or component commitments, work in progress, unused capacity, subcontractor charges, expenditure, anticipated profits or other cancellation compensation.

15.2 Supplier bears risk of proceeding or purchasing before acceptance and must stop affected work and mitigate following notice. Kew pays only for conforming Deliverables completed and expressly accepted before cancellation, subject to lawful deductions and any applicable mandatory rights.

15.3 Without admitting any liability, if notwithstanding the primary exclusion a competent court determines that Kew owes cancellation-related compensation, the aggregate compensation shall, to the maximum extent legally permissible, be limited to the lower of (a) the properly evidenced unavoidable direct net cost actually incurred and reasonably mitigated, excluding anticipated profit and overhead contribution, and (b) 20% of the net ex-VAT value of the cancelled and unperformed portion of the Order.

15.4 The alternative 20% figure creates no entitlement or pre-agreed fee. The primary exclusion, £1,000 general residual cap and cancellation-specific limitation are separate protections intended to operate cumulatively where legally possible; the lowest enforceable applicable limit controls, without double recovery.

15.5 Where cancellation arises from Supplier breach, Kew owes no contractual cancellation compensation, and Supplier remains responsible for all recoverable breach losses.

16. Insurance

16.1 Supplier shall maintain, with reputable insurers, product liability cover of at least £10 million, public liability cover of at least £10 million and, where relevant to formulation/design/regulatory or other professional services, professional indemnity cover of at least £10 million in the aggregate; occurrence/aggregate limits shall be appropriate to the relevant policy. Employers' liability insurance shall meet statutory requirements.

16.2 Supplier shall maintain such additional product recall, contamination, cyber, cargo or other cover as an Order reasonably specifies or as may be expected of a business of its size, scale, risk profile and customer expectations, with limits appropriate to the risk. A £10 million liability policy does not itself establish recall-cost cover.

16.3 Supplier shall provide schedules, certificates, material exclusions and proof of renewal on request and notify Kew promptly of lapse or material reduction. Claims-made coverage shall be maintained for an appropriate tail period. Insurance limits shall never cap Supplier's liability.

17. Intellectual property and development

17.1 All Kew formulations, artwork, brands, product concepts, technical documents, software, data and Company Materials remain the property of Kew or designated right-holder and may be used solely to perform the Order.

17.2 Unless the Order expressly allocates ownership differently, intellectual property specifically commissioned or developed for Kew under the Contract is assigned to Kew by present assignment of present and future rights, with full title guarantee; Supplier shall procure personnel/subcontractor assignments and execute documents to perfect title.

17.3 Supplier retains pre-existing background rights but grants Kew a perpetual, worldwide, royalty-free, transferable, sublicensable licence to use them insofar as required to exploit the commissioned Deliverables for their intended purposes.

17.4 Supplier shall not exploit, reproduce, supply to others or publicise Kew-specific rights or confidential product concepts without written consent and shall indemnify Kew for infringement caused by Supplier-provided materials.

17.5 Improvements, modifications, process outputs, know-how, trial results and documentation specifically commissioned, funded or developed for Kew's products shall not become Supplier-owned merely because Supplier staff conceived or implemented them. Ownership and the licence necessary to exploit the Deliverables shall follow clauses 17.1-17.3, subject to identified pre-existing Supplier background rights. No broad claim to all learning from Kew's formulations, materials or Confidential Information is permitted.

18. Confidentiality, customer protection and non-solicitation

18.1 "Confidential Information" means all information in any form disclosed or made accessible directly or indirectly to Supplier by or on behalf of Kew, its Group Companies, customers or business partners, or learned through the relationship, including without limitation formulations, ingredients, processes, samples, designs, artwork, IP, specifications, technical and quality data, customers, contacts, pricing, margins, business plans, projects and third-party information entrusted to Kew. Information need not be marked confidential. Supplier shall keep it strictly confidential, use it solely as necessary for expressly authorised performance, and safeguard it with appropriate technical and organisational measures.

18.2 Supplier shall not directly approach, negotiate with or communicate with a Kew customer about the same Deliverables, relevant Order or Kew-generated commercial opportunity without Kew's prior written consent, except for legally required communications; Supplier shall notify Kew of such legal communications where permitted.

18.3 During performance and for 12 months after completion/termination Supplier shall not actively solicit or divert, using information or material dealings obtained through Kew, identified customers or prospects with whom Supplier materially dealt under the Contract for the same or directly competing goods or services. Existing independent business and demonstrably independently arising opportunities without use of Kew confidential information or introductions are excluded.

18.4 During performance and for 12 months after completion/termination Supplier shall not target or induce for recruitment Kew or Group Company personnel with whom it materially dealt in connection with the Contract; genuinely general, non-targeted advertisements and unsolicited approaches are excluded.

18.5 Supplier shall not circumvent Kew or disclose its involvement to external parties without permission. These restrictions protect identifiable customer connections, workforce stability and confidential information and are intended to extend only as far as reasonable and lawful. Kew may seek injunctions and all legally recoverable losses, without contractual Supplier liability caps.

18.6 Supplier shall not copy, reverse-engineer, exploit, publish, disclose, license, register rights in, or use Confidential Information to develop or supply products for itself or another party except as expressly authorised by Kew and subject to mandatory law. Disclosure is permitted only to personnel with a genuine need to know who are subject to enforceable obligations no less protective in substance; disclosure to outside advisers, laboratories, manufacturers or subcontractors requires Kew's prior written consent unless expressly authorised. Supplier remains responsible for their acts and omissions.

18.7 The confidentiality obligations protect information belonging to Kew's customers and other third parties as fully as Kew's own information. Supplier shall comply with additional written restrictions notified by Kew. If Supplier's breach exposes Kew or its Group Companies to customer claims, Supplier shall indemnify them against all legally recoverable resulting losses, including without limitation reasonable settlements, compensation, lost profits and business, goodwill and reputation damage, investigation and legal costs, without any contractual financial cap on Supplier liability.

18.8 These obligations apply automatically when Supplier accepts or progresses an Order, whether or not a separate Non-Disclosure Agreement (NDA) has been executed. They also cover information disclosed in preliminary discussions or before the Order, insofar as the parties may lawfully agree. They remain independently effective if a separate NDA expires or is absent. Where a separate NDA exists, both apply to the extent legally compatible; a specific express signed priority arrangement prevails where legally effective. Neither these Terms nor a later Order automatically varies an earlier binding NDA agreement contrary to its effective amendment requirements.

18.9 Supplier bears the burden of demonstrating by contemporaneous records that particular information (a) was public without breach; (b) was lawfully known to it without duty of confidence before disclosure; or (c) was independently developed without reference to Confidential Information. A compilation or combination is not excluded merely because separate elements are public. Mandatory disclosures are permitted only to the extent legally required, with advance notice to Kew where lawful and practicable; protected reports to authorities or whistleblowing are not restricted.

18.10 Supplier shall promptly notify Kew upon actual or suspected unauthorised access, use, loss or disclosure; contain and investigate the incident, preserve evidence, prevent recurrence, and cooperate with Kew's legally required notifications and customer response. Supplier shall bear legally recoverable investigation, mitigation and remediation costs attributable to its breach.

18.11 On request or completion or termination, Supplier shall cease use and promptly return or securely delete Confidential Information and copies and certify compliance on request. Only records required by law or mandatory regulatory retention may be retained, securely restricted and not used for any new purpose; confidentiality continues to apply.

18.12 All Confidential Information remains the property of Kew or its relevant owner; no IP licence or other right is granted

except the minimum permission needed for authorised performance. Supplier shall not assert ownership of or register rights derived from it. The specific intellectual-property clauses also apply.

18.13 Confidentiality obligations survive for ten years after the later of termination of the relevant Contract and the last disclosure made under it; trade secrets and information that remains legally protectable as confidential shall remain protected for as long as it retains that character to the extent permitted by law. Completion, an absence of repeat orders, or lapse of an NDA does not of itself release Supplier.

18.14 Kew may seek injunctive, delivery-up or other equitable relief and all legally recoverable remedies for breach or threatened breach. Supplier indemnifies Kew and Group Companies for legally recoverable losses, third-party claims, professional costs, lost business, profit, goodwill and reputation damage arising from breach, with no contractual monetary cap and no double recovery.

18.15 This clause does not impose reciprocal confidentiality duties on Kew merely by virtue of these purchasing Terms and does not restrict any disclosure protected or required by law. Kew's acceptance of a non-English or non-confidentially marked document or an isolated disclosure shall not constitute a general waiver.

19. Anti-bribery, fraud, sanctions and responsible conduct

19.1 Supplier shall comply with applicable Bribery Act 2010, Criminal Finances Act 2017, Proceeds of Crime Act 2002, Economic Crime and Corporate Transparency Act 2023, sanctions, export controls, anti-modern-slavery and other relevant laws, to the extent applicable to Supplier and the Contract.

19.2 Supplier shall not offer or receive bribes, secret commissions, kickbacks or improper benefits, including to Kew staff or officials. Supplier shall maintain proportionate procedures, due diligence, staff training and accurate books and controls for bribery, tax evasion facilitation and fraud risks.

19.3 Supplier shall promptly report suspected material misconduct affecting the Contract and cooperate with lawful inquiries. Serious breach permits immediate termination and recovery by Kew of legally recoverable losses, including reimbursement of criminal fines where permitted from Supplier.

19.4 Supplier shall comply with all anti-slavery, anti-trafficking, forced-labour and related employment and human-rights legislation applicable to its activities and the Deliverables, including the Modern Slavery Act 2015 where applicable. Supplier shall maintain appropriate risk-based controls in its operations and relevant supply chain, procure compliance by approved subcontractors to the extent reasonably within its control, and promptly inform Kew of any actual or reasonably suspected material breach affecting the Contract. Supplier shall cooperate with reasonable lawful enquiries and remedial action, without creating a general duty on Kew to audit or supervise Supplier's supply chain.

19.5 Supplier shall at its cost comply with all environmental, waste, pollution, packaging, recycling, product stewardship, energy, climate-related and sustainability laws, permits and binding regulatory obligations applicable to its activities and the Deliverables. Supplier is responsible for obtaining and maintaining necessary approvals, handling and disposing of materials lawfully, and satisfying its own reporting, tax, fee and compliance obligations. Supplier shall promptly notify Kew of any material environmental non-compliance that may affect the Deliverables or Kew. No voluntary sustainability target, certification or additional environmental standard shall be imposed on Kew unless expressly agreed in an authorised Order or otherwise required by applicable law.

20. Subcontractors, continuity and termination for cause

20.1 Supplier shall not subcontract material performance or assign obligations without prior written consent, and remains fully liable for approved subcontractors. Kew may assign to a Group Company or as part of genuine reorganization or company sale, subject to applicable law.

20.2 Supplier shall maintain proportionate business continuity plans. Cost increases, shortages, insufficient staffing, subcontractor failure and equipment breakdown are not automatically force majeure; Supplier must promptly notify, mitigate and substantiate any truly uncontrollable event. Kew may terminate materially affected work as permitted by law.

20.3 Kew may suspend or terminate immediately for material or repeated breach, safety or quality risk, unauthorised changes, delay, insufficient insurance, regulatory licence loss, fraud, confidentiality breach, insolvency-related events where termination is lawful or reasonable serious doubts exist about continued performance.

20.4 Upon exit Supplier shall stop unauthorised activity, safeguard and promptly deliver Company Materials, transfer records and cooperate with transition. Accrued rights and naturally surviving clauses remain effective.

20.5 Supplier shall not suspend supply, require security, increase prices or terminate an Order solely because of a change in Kew's shareholding, ownership, group structure, management or control, or a bona fide internal reorganisation, subject to applicable law and valid assignment or novation requirements. Supplier has no automatic right to pass on ordinary compliance, inspection, amendment, supplier-shortage or subcontractor expenses; all additions remain subject to clause 4.

20.6 Failures of equipment, normal capacity planning, insufficient personnel, raw-material procurement, routine utility interruption and default by subcontractors or nominated vendors do not by themselves excuse Supplier performance or alter agreed dates. Any genuine event beyond reasonable control requires immediate notice, evidence, reasonable mitigation and a recovery plan. Kew may secure alternative supply and use its available remedies subject to law; Supplier shall not unilaterally extend the Contract or demand compensation.

20.7 Supplier shall be solely responsible for its obligations and liabilities to its own suppliers, subcontractors, agents and service providers, including their prices, charges, cancellation or termination fees, minimum purchases, deposits, taxes, duties, storage, delays, claims and other costs. No contract, purchase commitment or expenditure made by Supplier with any such person shall bind Kew or create any obligation on Kew to reimburse or pay that person, whether or not Supplier used that person to fulfil an Order, except to the extent expressly provided in a duly authorised Kew Order and subject

to mandatory law. Supplier shall not purport to act as Kew's agent or commit Kew to third-party expenditure without Kew's prior express written authority.

21. English language and documents

21.1 English is the governing language of these Terms, Orders, amendments, notices, invoices, commercial communications and technical and quality records provided to Kew. Where texts differ, the English version prevails to the extent legally permissible.

21.2 Supplier shall provide in English, at its own expense, all documents reasonably requested for performance, compliance, regulatory review or audit, including test certificates, COAs, manufacturing records, specifications, licences, deviations, CAPA and validation documentation. Foreign originals shall be retained and accurate English translations provided when required; certified translation may be reasonably requested.

21.3 Kew is not responsible for Supplier translation costs without a duly authorised Order. If Supplier breaches this duty it shall reimburse reasonably incurred and legally recoverable translation expenses. Mandatory court, regulator or local-country language obligations remain unaffected.

22. English law, exclusive jurisdiction and foreign enforcement

22.1 This Contract and related non-contractual obligations are governed by the laws of England and Wales.

22.2 The courts of England and Wales have exclusive jurisdiction to determine substantive disputes arising out of or connected with the Contract. Supplier shall not commence substantive proceedings against Kew elsewhere.

22.3 Exclusive jurisdiction does not prevent Kew applying in any competent jurisdiction for recognition, registration or enforcement of an English judgment or for interim, conservatory, protective or asset-preservation remedies where legally available. Such proceedings do not authorise re-litigation of the underlying merits.

22.4 Supplier shall cooperate with lawful judgment recognition and enforcement and pay reasonable recoverable legal, court, bailiff and translation costs. Any purported restriction on Supplier's foreign enforcement of a valid judgment against Kew applies only to the extent legally effective; no term binds a foreign court or removes mandatory procedural rights.

22.5 An overseas Supplier shall, if required in the Order, designate a valid England and Wales agent for service and keep its address current. Court service remains subject to applicable procedural rules.

23. Notices, third parties, severability and general

23.1 Formal contractual notices shall be in writing delivered to the stated contractual contacts by hand, prepaid post or email where delivery can reasonably be established. Court documents must be served under relevant procedure rules.

23.2 No waiver occurs by delay, tolerance, payment or partial enforcement; Kew's remedies are cumulative subject to no double recovery. Neither agency nor partnership arises.

23.3 If any part is invalid, unlawful or unenforceable the remainder survives. A competent court may apply the minimum lawful construction or sever words where permitted, preserving the original commercial allocation insofar as law allows; this clause cannot compel a court to rewrite an unenforceable bargain.

23.4 Each primary exclusion, alternative cap, financial authorisation requirement, cancellation restriction, indemnity and remedy is intended to be independently effective. Failure of one does not necessarily defeat another.

23.5 Except for rights expressly conferred on Protected Persons under clauses 23.6-23.9 or on identified Group Companies and indemnified persons elsewhere in these Terms, no third party may enforce the Contract under the Contracts (Rights of Third Parties) Act 1999. The parties may vary or rescind the Contract without beneficiary consent to the extent legally permitted.

23.6 The contracting buyer is solely the legal entity expressly named in the relevant Order. Neither any holding company, subsidiary, fellow subsidiary, associated or commonly controlled company nor any shareholder, director, officer, employee or representative of Kew (each a "Protected Person") becomes a buyer, guarantor, principal, co-obligor or jointly liable party merely through group affiliation, common management, correspondence, operational involvement or performance support.

23.7 To the fullest extent permitted by law, Supplier shall have recourse under or in connection with a Kew Order solely against the identified contracting buyer and shall not bring or maintain a claim against a Protected Person founded solely on that buyer's contractual obligations. No Protected Person assumes an obligation unless it has independently and expressly done so through a duly authorised written commitment.

23.8 Supplier shall not seek to circumvent clause 23.7 by characterising a claim solely for payment or performance of Kew's contractual obligations as a claim against another Group Company or Protected Person. No group guarantee or joint and several liability shall be implied.

23.9 Clauses 23.6-23.8 and all other exclusions and protections expressly benefiting Protected Persons are intended to be enforceable by each such person under the Contracts (Rights of Third Parties) Act 1999, subject to its statutory requirements. Kew and Supplier may vary, rescind or settle the Contract without a Protected Person's consent to the extent permitted by that Act. This creates no reciprocal Supplier right against Protected Persons.

23.10 Nothing in clauses 23.6-23.9 restricts Kew or an entitled Group Company from enforcing rights expressly conferred upon it.

23.11 Supplier shall not require mandatory internal escalation, mediation, arbitration, an extended cure period or other precondition before Kew may pursue proceedings, urgent injunctive relief, protective measures, judgment enforcement, debt recovery, product-safety action or other immediately available contractual or legal remedies, except as Kew expressly agrees in a valid written Order-specific deviation or mandatory law requires.