STANDARD TERMS AND CONDITIONS OF SALE

For the supply of goods and services by Kew Health and Beauty Limited

These standard business-to-business Conditions govern Kew's supply of Goods and Services under each Contract into which they are incorporated, including repeat and subsequent accepted Orders, to the exclusion of any competing Customer terms except as lawfully and expressly agreed. No quotation, formal purchase order, Order acknowledgement, separate signature sheet or Contract Details schedule is required for an Order to be placed or accepted. Orders and their commercial particulars may be agreed or evidenced by email, telephone, other communications or conduct in accordance with section 2. Kew contracts as principal seller and supplier of Goods, including finished products, whether manufactured or sourced through independent third parties. Kew may also provide, procure or coordinate separately agreed Services, including development, market research and testing.

IMPORTANT: The Customer's attention is drawn particularly to sections 2 (Order formation, timing and priority), 3 (changes, third-party availability, manufacturing capacity and launch commitments), 5 (cancellation), 7 (temperature and transport), 8 (complaints and shelf life), 9 (delivery, title and customer-arranged exports), 11 (development/testing uncertainties), 12 (safety and recalls), 14 (indemnities), 15 (exclusions and limitation of liability) 16 (non-circumvention), 18 (force majeure and disruption) and 19 (sanctions and compliance).

1. Definitions and interpretation

1.1 "Kew" or "Supplier" means Kew Health and Beauty Limited (company number 05007380); "Customer" means the person or business ordering Goods or Services from Kew; "Conditions" means these standard conditions; "Contract" means the contract formed for an Order; "Order" means an order accepted by Kew; "Goods" includes finished products, bulk products, ingredients, packaging and other goods supplied or procured by Kew; "Services" includes sourcing, development, manufacturing coordination, testing, formulation, packing and other services; "Specification" means the relevant agreed written goods or services specification; "Deliverables" means the Goods, Services and agreed work product; and "Business Day" means a day other than a Saturday, Sunday or public holiday in England when London banks are open.

1.2 "Customer Materials" means formulations, artwork, ingredients, bulk, components, packaging, tooling, information and other property supplied by or on behalf of the Customer; "Intellectual Property Rights" includes patents, designs, copyright, trade marks, know-how, confidential information, database rights and similar rights worldwide; "Background IP" means intellectual property existing independently of an Order, including Kew's pre-existing rights, methods and know-how; "Applicable Law" means applicable law, mandatory regulatory obligations and product-specific authorisations in the relevant territory; and "Force Majeure Event" means a circumstance outside the reasonable control of the affected party.

1.3 References to writing include email except where formal contractual notices are governed by clause 20. The words "including" and "for example" are illustrative rather than exhaustive. Headings do not affect interpretation. References to a statute include amendments and replacement legislation.

1.4 "CMO" means any independent contract manufacturer, formulator, laboratory, packer, printer, warehouse, logistics business or other third party engaged or proposed to be engaged by Kew. "Product" includes Goods, bulk, work in progress and units filled or packed for the Customer. "Shelf Life End Date" means the stated expiry or best-before date, or the deemed date under clause 8.12 where none is provided.

1.5 "Regulatory Requirements" includes applicable product safety, cosmetic, food, food supplement, general consumer product, product labelling, advertising, import, export, traceability and quality requirements in the relevant intended market, insofar as they apply to a party. References to Kew approvals mean express written approvals by personnel authorised for the relevant subject matter; technical comments do not constitute financial or contractual approval.

1.6 "Kew Group Company" or "Group Company" means any direct or indirect holding company of Kew, any subsidiary or fellow subsidiary of Kew, and any other company, partnership or undertaking which directly or indirectly controls, is controlled by, or is under common control with Kew, whether presently existing or becoming such during performance of the relevant Contract. "Control" includes the power, directly or indirectly, to direct an undertaking's management or policies through shareholdings, voting rights, contractual rights or otherwise; neither a common director nor a shared trading address alone establishes control.

1.7 "Protected Kew Party" means each Kew Group Company other than Kew, and each present or former director, officer, employee, shareholder or member of the internal management or staff team of Kew or a Kew Group Company, including an individual personally engaged as part of such an internal team, in each case only in respect of acts or omissions undertaken or alleged in that person's representative or internal business capacity in connection with an Order or Contract. This expression excludes independent contract manufacturers (CMOs), their personnel, outside consultants, professional advisers, other independent suppliers, distributors and external service providers merely because they work with Kew. No Protected Kew Party thereby becomes a contracting seller or assumes a separate obligation, guarantee or duty that it has not independently and lawfully undertaken.

1.8 Authorised Director. For the purposes of these Conditions, the expressions "authorised director of Kew", "authorised Kew director" and any equivalent expression mean an individual who has been formally and validly appointed as a director of Kew Health and Beauty Limited in accordance with applicable company law and Kew's articles of association, and who has authority to approve the particular matter on Kew's behalf.

The use of the word "Director" in an employee's or other person's job title, including Operations Director, Commercial Director, Sales Director, Finance Director, Purchasing Director or any similar designation, shall not, of itself, establish that the person is a director of Kew or has authority to amend these Conditions, waive contractual protections,

accept exceptional liabilities or give any approval reserved under these Conditions to an authorised director.

Nothing in this clause shall invalidate an ordinary Order or operational instruction otherwise validly accepted in accordance with clauses 2.2 and 2.14, or override any authority or obligation established by applicable law.

2. Application, orders and priority

2.1 These Conditions are intended to govern every quotation, Order and Contract for business-to-business supply by Kew, including repeat and subsequent accepted Orders, where they have been properly incorporated into the Contract. They apply to the exclusion of Customer terms appearing in purchase orders, supplier portals, acknowledgements, email footers or other documents, so far as legally permissible and subject to clauses 2.3 and 2.8. Merely receiving a Customer document, delivering Goods, performing Services or accepting payment does not of itself constitute Kew's agreement to different Customer terms. Kew may bring these Conditions to the Customer's attention by providing a copy or a sufficiently clear reference or accessible direct link before or when the Contract is made; incorporation remains subject to applicable law. No signature required. These Conditions may form part of a binding Contract without signature by either party, provided they have been properly incorporated into that Contract in accordance with Applicable Law.

2.2 A quotation is an invitation to order and not an offer; unless stated otherwise it is open for 30 Business Days. A Customer may submit an Order orally, by telephone, email, written purchase order or other communication; no particular Order form is required. An Order is an offer which Kew may accept or reject. A Contract is formed when Kew gives an effective, unequivocal acceptance through its authorised ordinary sales channels or otherwise accepts by conduct or performance recognised by applicable law. Kew may accept an Order in a short email or through its actual performance without issuing a formal Order acknowledgement. A mere acknowledgement of receipt, allocation of an order number, request for a deposit, pro forma invoice, preliminary schedule or similar administrative step is not by itself an unconditional acceptance of price, specification, quantity or date. Kew may decline an unaccepted Order without liability. Once a Contract is formed, these Conditions apply where duly incorporated. Kew reserves the right, at its discretion, to establish and revise minimum order quantities, minimum order values, minimum production runs and other commercially reasonable order requirements for any Goods or Services. Such requirements may vary between products, customers and markets. Kew shall not be obliged to accept any proposed Order which does not satisfy the applicable requirements. Changes to such requirements shall apply prospectively and shall not, of themselves, alter an Order already accepted by Kew.

2.3 The Contract comprises, in descending order of priority: (a) Order-specific deviations from these Conditions expressly approved in writing by an authorised director of Kew; (b) these Conditions; (c) the accepted Order and the agreed or otherwise legally ascertainable commercial particulars, however validly communicated or established under clauses 2.2 and 2.14; and (d) the agreed Specification. A separately executed manufacturing, quality, distribution or other agreement takes priority only to the extent it expressly and validly so provides. A technical agreement allocates technical tasks without displacing these commercial remedies unless expressly agreed.

2.4 Only an authorised director of Kew may agree changes to these Conditions, waive contractual protections or assume exceptional financial commitments, indemnities, delivery guarantees or other obligations beyond an ordinary accepted sale or agreed Service. This restriction does not prevent Kew from accepting routine Orders or operational quantity increases in accordance with clauses 2.2 and 2.14. No forecast, past order volume, estimate, discussion or expectation creates any minimum-volume, exclusivity or continuing-supply commitment.

2.5 Kew may refuse, suspend or cease supply where it reasonably considers performance contrary to law, sanctions, required regulatory authorisations, safety or the integrity of its business or manufacturing arrangements. Kew shall act consistently with mandatory law.

2.6 No purchase order term, supplier-portal condition, course of dealing, email footer or other Customer provision shall prevail merely through Kew's receipt of a document, performance, shipment or invoicing. Any departure from these Conditions must identify the affected clause and be expressly accepted in writing by an authorised Kew director before becoming effective, subject to applicable law. A routine Order or operational instruction accepted under clauses 2.2 and 2.14 does not of itself vary these Conditions.

2.7 Kew contracts as principal seller and supplier of Goods and may engage independent CMOs, logistics providers and other third parties in performing its supply obligations. For separately agreed Services, Kew may perform, procure or coordinate the relevant work. No indication of feasibility, estimate, request, forecast, anticipated production slot, draft delivery date or informal CMO statement is an unconditional contractual promise. Any Order expressly dependent on external capacity, materials, regulatory consent, qualified manufacturing methods or third-party acceptance remains subject to those dependencies properly notified to the Customer before or at acceptance. Kew is not required to assume greater liability than its binding contractual obligations merely because an independent CMO accepts narrower obligations. Nothing in this clause excuses an unqualified delivery or other obligation validly undertaken by Kew or a liability which cannot lawfully be excluded.

2.8 Where the Customer has an earlier signed agreement with Kew, these Conditions do not purport to displace any legally effective hierarchy or amendment requirements in that agreement. An accepted Order may expressly incorporate these Conditions subject to that hierarchy.

2.9 Time not of the essence for Kew. Except where a particular obligation and its consequences have been expressly agreed to be time-critical in a written, Order-specific undertaking signed by an authorised director of Kew, time is not of the essence for Kew's delivery of Goods or performance of Services, including development, testing, manufacture, packing, release, dispatch, transport coordination or completion of any milestone. A Customer's unilateral notice, retailer deadline, promotional launch date, repeated request or description of a date as urgent shall not, by itself, convert an indicative date into an agreed essential deadline; any effect of a valid notice under applicable law is preserved.

2.10 All Kew dates and programmes indicative unless specifically guaranteed. Any date, lead time, delivery

window, dispatch estimate, completion target, milestone or sequence shown or mentioned in a quotation, proposal, Order acknowledgement, Order confirmation, pro forma invoice, advance or deposit invoice, invoice, purchase-order correspondence, Critical Path Analysis or CPA, critical path, Gantt chart, production plan, development programme, sample schedule, testing or stability programme, artwork timetable, progress report, meeting minute, email, telephone discussion or other communication by Kew or its personnel is an indicative planning estimate only. The use of a precise calendar date, the words 'delivery date', 'required by', 'planned', 'confirmed', 'target' or similar wording, or the Customer's acknowledgement of that communication, does not by itself make the date a contractual guarantee, a condition of supply or a time-of-the-essence obligation. A particular Kew date becomes a binding contractual delivery or performance commitment only if expressly stated to be a firm contractual obligation in an Order-specific written undertaking signed by an authorised Kew director; time shall become of the essence for that commitment only if the undertaking expressly says so, subject in all cases to mandatory law. All dates are dependent upon timely Customer performance, confirmed CMO capacity, material availability, satisfactory technical and regulatory outcomes and the change-control provisions of these Conditions. This clause does not make the Customer's payment due dates, or its other essential deadlines under clause 2.11, indicative.

2.11 Time essential for Customer payment and time-critical obligations. Time is of the essence for the Customer's payment of invoices, deposits, agreed stage payments and other amounts on their contractual due dates and, where a date or deadline is specified in the Contract or reasonably communicated in writing by Kew for the relevant work, for the Customer's delivery of materials, complete specifications, final artwork, accurate technical or regulatory information, decisions, requested voluntary approvals, documents, licences, delivery or shipping instructions and collection or acceptance of Goods. Customer shall act promptly and in sufficient time to permit relevant third-party commitments. If Customer fails to meet an applicable deadline, Kew may, to the extent reasonably affected, suspend or proceed with work as otherwise permitted, release or lose capacity reservations, revise the programme and recover attributable, reasonably incurred or committed costs under these Conditions; Kew need not preserve the original production slot or absorb a CMO's resulting charges. These consequences do not automatically make every minor delay a repudiatory breach or override any mandatory notice, cure or other legal requirement.

2.12 Administrative documents and authority. Routine Order acknowledgements, sales-office correspondence, production estimates, pro forma invoices, advance invoices, requests for payment, draft critical paths and CMO communications may record commercial information or progress without constituting a separate warranty, a guaranteed manufacture or delivery date, an amendment to the accepted Specification or a variation of these Conditions. A statement of indicative availability or a request to reserve capacity does not establish that the relevant CMO has accepted a binding production slot. An Order may nevertheless be accepted by a clear communication or unequivocal conduct under clause 2.2, and a routine Customer instruction may be accepted under clause 2.14, without any prescribed formal document. Neither such acceptance nor an informal communication by Kew staff waives the safeguards concerning exceptional commitments, guaranteed dates and changes to these Conditions under clauses 2.4, 2.9, 2.10 and 2.15.

2.13 Business Customers, Sole Traders and Unincorporated Entities. Kew supplies Goods and Services exclusively for business and commercial purposes. By placing an Order, the Customer represents and warrants that it is acting wholly or mainly for purposes relating to its trade, business, craft or profession and not predominantly for private, domestic or personal purposes. These Conditions apply irrespective of whether the Customer is a limited company, limited liability partnership, ordinary partnership, sole trader, unincorporated association or other business undertaking. The absence of incorporation, company registration, VAT registration or a separate legal personality shall not, of itself, prevent these Conditions from applying to a transaction entered into for business purposes. Where the Customer is a sole trader, the Contract shall be entered into with the individual carrying on the business, notwithstanding the use of a business or trading name. Where the Customer is an unincorporated partnership, the Contract shall be entered into with the partners carrying on that business, whose liability shall be determined in accordance with applicable law and any valid express contractual undertaking. The person placing an Order represents that they are authorised to bind the identified Customer. The Customer shall provide accurate information concerning its legal identity, trading name and business status when reasonably requested by Kew. A person who intends to purchase Goods or Services wholly or mainly for personal purposes must inform Kew before placing an Order. Kew may decline such business in accordance with applicable law. Nothing in these Conditions shall exclude or restrict statutory consumer rights where a person is properly classified as a consumer under applicable law.

2.14 Customer oral instructions and routine operational changes. The Customer may request an additional quantity of Goods under an accepted Order, or propose a routine adjustment to practical delivery or handling particulars, orally (including by telephone) or by email or other communication. Kew may, in its discretion, accept such a request by a clear communication or by taking unequivocal steps to implement it, including committing to additional materials, capacity or production in reliance upon it. An instruction so accepted forms part of the relevant Order and may be relied upon by Kew notwithstanding the absence of a purchase-order amendment, signature or written confirmation. Kew may reasonably rely on instructions from a Customer employee, buyer or regular contact who has actual or apparent authority in the circumstances; the Customer shall not dispute an otherwise established accepted instruction solely because it was verbal. Kew is not required to accept or implement any request and may require written details, further technical or regulatory approval, a revised price, payment security or third-party acceptance before doing so. Unless a different price is properly agreed, an accepted increase in quantity of the same Goods and Specification is priced at the applicable agreed unit price where ascertainable, plus any separately recoverable attributable costs under these Conditions; otherwise the price is determined by agreement or applicable law. This clause does not authorise a Customer to cancel or reduce an accepted Order, unilaterally change Specifications or regulated matters, vary these Conditions, or require Kew to guarantee timing or waive rights.

2.15 Informal Kew communications and evidence. Telephone discussions, online meetings, meetings, WhatsApp messages, informal comments, estimates and statements by Kew personnel do not, merely by being made or repeated, constitute a change to these Conditions, a price concession, waiver, personal undertaking, guaranteed delivery or performance date, change to Specification or acceptance of additional risk. Those commitments require the approval and form prescribed elsewhere in the Contract, in particular clauses 2.4, 2.9 and 2.10. This does not invalidate an Order or limited operational instruction actually accepted by Kew under clauses 2.2 or 2.14, nor exclude any representation, authority, obligation or remedy which applicable law does not permit Kew to exclude. Kew may record or confirm instructions and agreed quantities in its internal records or subsequent communications; failure to issue a separate written confirmation does not alone invalidate a transaction otherwise validly concluded, but the party asserting a disputed instruction must establish it under applicable law.

3. Prices, costs and customer variations

3.1 Prices are the prices agreed or otherwise legally ascertainable for the relevant accepted Order, including an applicable accepted quotation, agreed price schedule or a routine quantity increase accepted under clause 2.14, and are in pounds sterling unless expressly stated otherwise. Where no price is fixed or ascertainable but a Contract is nevertheless formed, the applicable statutory rules concerning a reasonable price shall apply. Unless expressly identified as included in a binding all-inclusive price accepted by Kew, prices exclude VAT, delivery, carriage, cargo insurance, import and export duties, tariffs, customs clearance, product registrations, legalisation, certificates of origin, certificates of free sale, regulatory documentation, origination and reprographics, printing plates and cylinders, moulds, dies, tooling, change parts, machinery adaptations, line setup and changeover, sampling, additional laboratory testing, validation, specialist packaging, storage, environmental and packaging taxes, recycling and extended producer responsibility charges, sustainability-related fees, waste-management costs and other applicable taxes, levies, statutory assessments and third-party charges. Such items may be separately charged to the Customer where properly attributable to the relevant Order and recoverable under these Conditions and applicable law, including clauses 3.2 and 3.18 to 3.20. Their omission from a quotation, acknowledgement, pro forma invoice, advance invoice or other commercial document shall not by itself establish that the relevant charge was included in the agreed price or waived by Kew. Nothing in this clause overrides an express unconditional fixed-price commitment or permits unlawful retrospective repricing.

3.2 Price review and escalation of costs. Any quotation, accepted price or forecast cost is based on the inputs, availability, tariffs, exchange rates, third-party commitments and other assumptions applying when Kew issued it and is subject to this clause unless Kew has expressly undertaken an unconditional fixed-price commitment for the relevant Order in writing signed by an authorised Kew director. Before dispatch or completion of the affected Services, Kew may notify a prospective price adjustment reflecting increases outside its reasonable control in the cost or availability of ingredients, actives, excipients, commodities, customer-nominated or other raw materials, printed or plain packaging, energy, utilities, labour, freight, insurance, storage, customs, duties, taxes, regulatory compliance, testing, CMO charges or currency movements, including sudden, cumulative or repeated increases occurring after Order acceptance. Kew shall act in good faith and identify the nature of any material adjustment, with reasonably available supporting particulars where commercially practicable; Kew need not disclose a CMO's confidential pricing or commercially sensitive margins. The Customer shall confirm acceptance within five Business Days of Kew's notification or any shorter reasonable period required to preserve a genuine supplier quotation, allocation or production reservation. Pending agreement Kew may suspend the affected unperformed work without being required to preserve an estimated price or manufacturing slot. If the adjustment is rejected or not accepted by the deadline, Kew may decline to proceed and cancel the affected unperformed portion on written notice, subject to any firm fixed-price commitment, accrued payment rights, legally recoverable committed materials and third-party liabilities, and applicable law. Price increases shall not be applied retrospectively to Goods already delivered or Services already completed at an agreed price. The Customer shall not be entitled to claim lost profit, launch expenses or other excluded commercial losses merely because Kew exercises rights properly available under this clause.

3.3 Subject to the routine operational-instruction process in clause 2.14, Customer-requested changes to design, quantities, specifications, materials, delivery, timing, testing or supply routes require Kew's prior written acceptance; resulting costs, labour, committed materials, delay and third-party charges are payable by the Customer to the extent contractually agreed or otherwise legally recoverable. Kew is not obliged to accept a variation or fund trials, rework or modifications without an agreed Order. Clause 2.14 permits Kew to accept routine increases in quantities and other limited operational particulars without a separate written variation, but does not permit unilateral Customer cancellations or reductions, or changes to these Conditions, guarantees, regulatory obligations or product specifications.

3.4 Where a customer-nominated component, material, vendor or process increases costs, creates shortages or requires special handling, Kew may charge the incremental reasonable expense, subject to any express fixed-price commitment accepted by Kew.

3.5 Any proposed Customer requirement which requires CMO acceptance, engineering approval, validation, regulatory review, additional testing or external capacity is conditional upon Kew obtaining an acceptable written commitment from the relevant third party. Kew is not required to procure that commitment on any particular terms or to finance it.

3.6 Kew may quote a price, estimated date or proposed scope on an expressly provisional basis pending third-party quotations, material availability, technical feasibility and regulatory review. No third-party refusal, change of terms, price increase or capacity shortfall shall of itself constitute a breach by Kew where it has used reasonable commercial efforts within its accepted obligations.

3.7 If a CMO refuses, restricts, delays or conditions additional work or a Customer-requested change, Kew may propose revised scope, price, schedule or an alternative supplier. Kew need not absorb any cost difference, employ an unapproved method, incur regulatory risk, guarantee a

substitute provider or repeat work at its own cost unless Kew has expressly accepted that obligation in writing or law requires otherwise. The Customer cannot directly instruct a CMO or vary any commitment through a CMO.

3.8 Customer shall bear reasonable and properly evidenced additional costs arising from Customer changes, incorrect instructions or inadequate supplied information, including technical work, repeated trials, revised artwork, line time, change parts, investigations and third-party minimum charges, to the extent disclosed and contractually agreed or otherwise legally recoverable.

3.9 Kew may decline requests to accelerate, change or repeat production, or to hold additional capacity, unless the relevant CMO and necessary suppliers agree and the Customer accepts any associated conditions. Acceptance of a technical change does not waive Kew's right to require separate commercial authorisation.

3.10 Manufacturing and supply-chain availability. Availability of any raw material, active ingredient, packaging, printed component, closure, label, equipment, production line, qualified personnel, testing laboratory, subcontractor, CMO capacity, utility, transport service or regulatory authorisation is not guaranteed. Subject to clause 15.1 and applicable law, Kew shall not be liable for delay, short delivery, inability to commence or complete production, postponed release or failure to meet an estimated supply date to the extent arising from shortage, allocation, withdrawal, discontinuation, late delivery, capacity constraints, equipment breakdown, manufacturing interruption, quality hold, failed or delayed testing, regulatory restriction or non-performance by an independent CMO or other upstream provider, provided Kew has not expressly assumed that specific risk in a written commitment and has taken such commercially reasonable steps as are required by its accepted contractual obligations. Such events need not qualify as force majeure for this clause to apply. Kew is not required to purchase from a more expensive source, pay premiums, use an unqualified provider, alter an approved process, fund tooling, validation or repeat manufacture, or bear expedited freight or additional CMO charges unless expressly agreed in writing. Kew may notify revised estimates, suspend affected performance, allocate available stock reasonably or propose a revised Order; rights concerning payment, cancellation and committed expenditure remain subject to these Conditions and mandatory law.

3.11 Customer launch planning and third-party commitments. Unless Kew expressly accepts a specific delivery-date guarantee in a written Order signed by an authorised director, the Customer shall not book or incur advertising, promotional or media expenditure, launch activities, retailer or distributor listings, shelf-space or slotting fees, penalties, incentives, marketing campaigns, public relations commitments, influencer arrangements, print runs, event costs, distribution appointments or onward contractual commitments in reliance upon any estimated production, development, testing, release or delivery date supplied by Kew. Such expenditure and commitments are undertaken entirely at the Customer's commercial risk, including where Kew has been informed of them. Kew has no obligation to approve, finance, reimburse or contribute to such commitments or any forfeiture, cancellation charge, lost deposit, wasted cost or penalty resulting from delay, non-delivery, product change or cancellation, to the fullest extent permitted by law and subject to clause 15.1.

3.12 Customer changes, alternative options and suspension or reset of timetables. Any request, proposal or enquiry by the Customer to amend or reconsider a formulation, ingredient, supplier, component, packaging, artwork, specification, quantity, method, testing requirement, technical parameter, manufacturing site, market requirement or other material feature - including a request merely to explore alternative options - may require Kew and its CMOs to review feasibility, availability, price, testing, validation and regulatory consequences. From receipt of such request, all previously communicated indicative dates, stage durations, lead times, critical paths and programme assumptions for the activities reasonably affected shall be suspended and cease to be reliable until Kew has assessed the request and communicated an updated position. Kew may elect to continue unaffected work, pause the affected work, or proceed with the last accepted Specification in accordance with these Conditions; the request alone does not constitute Kew's acceptance of a change or oblige Kew to investigate alternatives without an agreed engagement. Where a change is adopted, or an exploratory request has interrupted procurement, testing, manufacture or capacity bookings, the affected stage or sequence of stages may need to be repeated or begun again, including sourcing, samples, artwork, technical approvals, change control, stability, analytical work, validation, scheduling and regulatory review. Any revised estimated lead time shall run only from the date on which all necessary final Customer inputs, technical decisions, agreed costs, CMO acceptance and required authorisations have been received or reconfirmed, as relevant; the original estimate shall not automatically resume merely because the Customer withdraws its request. Prior CMO slots, material allocations and project dates are not reserved or guaranteed during review. Customer shall bear attributable, reasonable and legally recoverable third-party commitments and additional work costs under clauses 3, 5 and 6 without double recovery. An expressly guaranteed binding deadline may be revised only in accordance with its own agreed variation procedure and applicable law.

3.13 Matters not reasonably known or foreseeable. Kew's prices, feasibility assessments, recommendations, programme assumptions and indicative dates are based on the information and circumstances available when given. Kew does not guarantee discovery in advance of every latent material defect, incompatibility, adverse laboratory or stability outcome, unexpected technical result, previously undisclosed Customer requirement, regulatory interpretation, CMO restriction, third-party interruption or other circumstance which Kew neither knew nor could reasonably have discovered or anticipated when making the relevant assessment. The subsequent discovery of such a matter shall not of itself establish that Kew made a misleading guarantee or breached a binding timetable. Subject to Kew's express contractual undertakings, applicable law and clause 15.1, Kew shall not bear responsibility for additional time, cost or commercial consequences to the extent genuinely caused by such matters rather than its own breach, negligence or failure to exercise required reasonable care and skill. Kew may propose further investigation, revised specifications, alternative sourcing, additional testing, changes to price or a fresh estimated programme, subject to Customer authorisation and applicable regulatory controls. No clause relieves Kew of a non-excludable product-safety duty, of responsibility for information it actually knew or of a firm undertaking it expressly assumed.

3.14 Scarcity, allocations and supply interruption. If an ingredient, active or functional ingredient, raw material, packaging component, printing substrate, container, closure, utility, laboratory service, shipping route or manufacturing resource becomes scarce, subject to allocation, rationed, withdrawn, suspended, embargoed, unavailable or restricted by a manufacturer, supplier, public authority or other intermediary, Kew may allocate its reasonably available stock or procurement opportunities among Orders and customers on a commercially reasonable basis, revise quantities or estimated programmes, offer partial delivery or suspend the affected work. No forecast, estimate, historical supply pattern or customer launch plan entitles the Customer to priority allocation or to a guaranteed share of scarce materials. Kew is not obliged to divert stock already committed elsewhere, purchase at an uneconomic price, maintain safety stocks, reserve additional CMO capacity or obtain supplies from an unqualified or non-compliant source unless it has expressly assumed that specific obligation in a signed Order-specific undertaking.

3.15 Alternative sources, substitutions and technical consequences. Kew may, but is not obliged to, investigate alternative raw materials, origins, suppliers, packaging formats, components, routes, laboratories or CMOs to address shortages or price increases. No alternative may be used where a required Specification, quality agreement, regulatory approval, product licence, change-control obligation or Applicable Law prohibits its use. Investigation or sourcing of an alternative is not included in an existing price unless expressly agreed. The Customer shall bear separately agreed reasonable costs of feasibility review, qualification, method transfer, equivalence studies, validation, stability work, artwork changes, regulatory filings, rework and rescheduling attributable to the requested alternative or to a Customer-approved change, with all timing estimates reviewed in accordance with clause 3.12. Kew's consideration or suggestion of alternatives does not constitute a guarantee that an alternative will be available, technically suitable, approved or cheaper.

3.16 No automatic force majeure threshold for price relief. The rights in clauses 3.2, 3.10, 3.14 and 3.15 are distinct commercial allocation-of-risk provisions and are not conditional upon proving a Force Majeure Event. A rise in market prices or a shortage does not of itself constitute force majeure; the separate rules in section 18 apply where an event actually prevents, hinders or delays performance and satisfies the definition in that section. Any express unconditional fixed-price commitment or other legally binding promise takes priority to the extent clearly agreed.

3.17 Manifest pricing and administrative errors. Kew may notify the Customer promptly after discovering an obvious clerical, calculation, currency, transcription or data-entry error in a quotation, price list, acknowledgement, pro forma invoice or other commercial document. To the extent the relevant price or term has not yet become binding, the corrected particulars shall apply only when accepted by Kew and, where required, by the Customer. Where an accepted Order contains a genuine material error, Kew may propose an appropriate written correction; it shall not unilaterally substitute a different binding price merely by issuing an amended document. If agreement cannot be reached, the parties retain their rights under applicable law and any other valid contractual provision concerning the affected unperformed work. Kew may suspend further discretionary commitments while a proposed correction is considered, where contractually lawful. No error correction may be used to avoid a genuine fixed-price undertaking or obligations already accrued.

3.18 Additional and Ancillary Charges. Unless expressly stated otherwise in a written agreement approved by an authorised director of Kew, quoted and agreed prices shall not be deemed to include all incidental, ancillary, preparatory or third-party costs associated with the development, manufacture, packaging, testing, storage or supply of Goods or Services. Kew shall be entitled to charge the Customer separately for reasonable and properly attributable additional costs and expenses incurred or contractually committed in connection with the relevant Order, including, without limitation, origination, reprographics, printing plates, cylinders, moulds, dies, tooling, change parts, machinery adaptations, production setup, sampling, testing, validation, technical work, regulatory documentation, specialist packaging, storage, freight and other charges imposed by manufacturers, suppliers, laboratories or subcontractors. Such charges may be recoverable notwithstanding that they were not individually identified or quantified in a quotation, pro forma invoice, advance invoice, order acknowledgement or other commercial document, provided they were not expressly included in an agreed all-inclusive price and are otherwise recoverable under the Contract and applicable law. Where additional expenditure is discretionary or constitutes a material change to the agreed scope, Kew may seek the Customer’s approval before incurring the expenditure. This provision shall not create an obligation upon Kew to obtain separate approval for every ordinary, necessary or contractually recoverable ancillary charge.

3.19 Taxes, Environmental Charges and Statutory Contributions. Unless expressly included in an agreed price, all prices shall be exclusive of applicable taxes, duties, levies, tariffs, environmental charges, packaging taxes, recycling contributions, extended producer responsibility charges, waste-management fees, sustainability-related assessments, statutory compliance costs and other governmental, regulatory or legally mandated charges attributable to the Goods or Services. This provision shall apply to charges existing at the date of quotation or Order acceptance and to charges subsequently introduced, increased, amended, reclassified, assessed or imposed, whether or not their nature, amount or application was known or reasonably ascertainable when the original price was agreed. Kew may separately invoice the Customer for such charges to the extent that they are properly attributable to the relevant Order, incurred or payable by Kew, or charged to Kew by its manufacturers, suppliers or other third parties, and have not already been included in the agreed price. The contractual allocation of these costs shall not alter the identity of the person legally liable for any tax or statutory obligation, and all recoveries shall be subject to applicable law.

3.20 Subsequent Assessment, Notification and Recovery. The omission of an otherwise recoverable charge from a quotation, order acknowledgement, pro forma invoice, advance invoice or earlier invoice shall not, by itself, constitute a waiver of Kew’s right to recover that charge. Where a charge cannot reasonably be identified or quantified at the time of quotation or Order acceptance, Kew may notify and invoice the Customer when the amount becomes reasonably ascertainable. This shall include charges

subsequently invoiced or assessed by manufacturers, suppliers, public authorities or other third parties in respect of Goods or Services already supplied, to the extent that the relevant cost is attributable to the Order and its recovery is permitted by the Contract and applicable law. Kew shall act in good faith, avoid double recovery and provide reasonable particulars of material additional charges where commercially practicable, without being required to disclose confidential supplier pricing or commercially sensitive information. Where a material additional charge affects unperformed work, Kew may exercise its existing contractual rights concerning price adjustments, suspension, rescheduling and cancellation. Nothing in this clause overrides an unconditional fixed-price commitment expressly undertaken by an authorised director of Kew or permits an otherwise unauthorised retrospective variation of a binding price.

3.21 Product-Specific Technical, Regulatory and Compliance Charges. Unless expressly included in the agreed price, the separately recoverable items contemplated by clauses 3.1 and 3.18 to 3.20 may include additional cosmetic product safety assessments, Product Information File preparation or updates, product notifications or registrations, label and claims reviews, specification or manufacturing-record amendments, product compliance and quality reviews, additional microbiological or stability assessment, repeat testing, independent laboratory work, export-specific packing and documentation, component or finished-product storage and lawful disposal. These examples apply only where the particular activity is relevant to the Goods or Services, reasonably attributable to an accepted Order and lawfully chargeable to the Customer; they do not transfer any statutory responsibility imposed directly upon Kew or permit duplicate recovery or retrospective variation of a binding all-inclusive price. No pharmaceutical Qualified Person certification, medicines marketing authorisation or other medicines-specific service is assumed to form part of Kew's offering under these Conditions.

3.22 Pricing Confidentiality and Open Costings. All prices quoted or agreed by Kew are commercial selling prices and shall not be construed as open-book, cost-plus or auditable-cost prices unless expressly agreed otherwise in writing by an authorised director of Kew. Kew shall have no obligation to disclose to the Customer any breakdown of its costs, supplier or manufacturer quotations, purchase prices, manufacturing charges, labour costs, overheads, rebates, discounts, margins, mark-ups, profit calculations or other commercially sensitive financial information, nor to provide access to or permit an audit of its internal costing records or third-party commercial arrangements. Where these Conditions expressly require Kew to provide reasonable particulars or supporting evidence of additional charges or other recoverable costs, Kew shall provide information reasonably sufficient to explain and substantiate the relevant amounts, without being obliged to disclose confidential supplier agreements, commercially sensitive cost structures or profit margins except where expressly agreed or legally required. Any financial information voluntarily disclosed by Kew shall remain confidential and shall not establish any continuing right to open costings, financial disclosure or audit. Nothing in this clause shall restrict disclosure required by applicable law, a competent authority or a separately agreed binding contractual obligation.

3.23 Customer-Specific Administration and Procedures. Kew's quoted or agreed prices are based upon its standard operating, order-processing and administrative procedures. Where the Customer requests or requires Kew to complete Customer-specific documents, questionnaires, declarations, supplier registration or qualification forms, procurement portal entries, electronic reporting, bespoke invoicing procedures, data submissions or any other administrative activities or prescribed processes outside Kew's normal operating practices, Kew shall be entitled, at its sole discretion, to determine whether it is willing and able to undertake such activities. Kew shall not be obliged to adopt, operate or comply with any Customer-specific administrative system, portal or procedure unless expressly agreed by Kew or otherwise required by applicable law or an existing binding contractual obligation. Where Kew agrees to undertake such activities, it reserves the right to levy reasonable administration charges at its then-current applicable rates to recover staff time, administrative overheads and any associated third-party costs. Kew shall make the applicable rates or basis of charging available to the Customer upon request and, where reasonably practicable, before undertaking material additional chargeable work. Kew's voluntary completion of Customer documentation, registration on or use of any Customer portal, or compliance with any Customer-specific process shall not, of itself, constitute acceptance of the Customer's terms and conditions, contractual obligations, service levels, warranties or other requirements, unless expressly agreed in accordance with clause 2.4. Nothing in this clause shall entitle Kew to charge separately for activities expressly included in an agreed price or to avoid any obligation imposed upon it by mandatory law.

3.24 Commercial Viability and Loss-Making Orders. Kew shall be under no obligation to quote for, accept, commence or undertake any proposed Order, repeat Order, forecast, additional work or future supply arrangement where, in Kew's reasonable commercial opinion, doing so would result in a financial loss or would otherwise be commercially uneconomic, having regard to its reasonably attributable manufacturing, procurement, supply, distribution, administrative, regulatory, operational and other costs. Kew may decline such proposed business without liability where it has not become contractually bound to perform it.

Where an Order has already been accepted and Kew reasonably determines, acting in good faith, that changes in manufacturing costs, supplier terms, material availability, Customer requirements or other material commercial assumptions would cause the unperformed portion of the Order to be supplied at a material financial loss, Kew may propose revised pricing, quantities, specifications, scope or delivery arrangements in accordance with clause 3.2 and the other applicable provisions of these Conditions.

Pending agreement, Kew may exercise its contractual rights concerning suspension, price adjustment or cancellation of affected unperformed work, subject to the applicable notice requirements and any binding commitments already undertaken. Kew shall not be required to disclose its internal costings, supplier pricing, overhead allocations or profit margins when making such a commercial assessment, subject to clause 3.22.

Nothing in this clause shall permit unlawful retrospective repricing, override an express unconditional fixed-price commitment or relieve Kew of an existing contractual obligation where such relief is not permitted by the Contract or applicable law.

4. Payment, credit and recovery

4.1 Kew may invoice upon delivery of Goods, completion of Services, achievement of agreed milestones, or earlier where the Order expressly requires deposits or advance payment. Unless otherwise expressly agreed in writing, invoices are payable in full within 30 calendar days from their date, in cleared funds to the account Kew has notified in writing. Time for payment is of the essence, as further provided in clause 2.11; a production or delivery estimate appearing on an invoice or pro forma invoice does not alter the stated payment due date or create a Kew delivery-date guarantee.

4.2 Kew may obtain and review credit information, set or reduce credit limits, require payment in advance or security, and suspend new or outstanding supply where it reasonably considers credit exposure unacceptable or an invoice is overdue. These rights are subject to mandatory law and any contrary agreed payment commitment.

4.3 Late payment entitles Kew to statutory interest, fixed compensation and reasonable recovery costs where available under the Late Payment of Commercial Debts (Interest) Act 1998 and related legislation. If those remedies do not apply, Kew may charge interest at 4% per annum above the Bank of England base rate, accruing daily, so far as enforceable; the same debt shall not incur duplicate interest.

4.4 Customer shall pay without set-off, counterclaim, withholding or deduction except as required by law or where a non-excludable legal right applies. A discount expressly agreed by Kew is conditional upon payment by its due date unless otherwise stated. The Customer shall reimburse legally recoverable debt collection, legal and enforcement costs.

4.5 Amounts properly payable for accepted Goods, Services, commissioned work, committed materials and cancellation liabilities become due on termination in accordance with the Contract, subject to applicable law. Kew may allocate payments against the oldest outstanding debts to the extent legally permitted.

4.6 The Customer shall not withhold an undisputed invoice merely because another Order, product investigation, third-party claim, credit note request or quality complaint remains unresolved; genuine non-excludable statutory rights are unaffected.

4.7 Kew may require deposits, staged payments, credit insurance, bank guarantees or other security before incurring material third-party commitments where communicated before acceptance or validly agreed by amendment. Kew need not advance funds to a CMO or material supplier solely because the Customer seeks accelerated performance.

4.8 The Customer shall reimburse legally recoverable credit-checking costs where expressly disclosed and agreed in advance. Dishonoured payments, bank charges and reasonable costs of tracing or recovering unpaid Goods may be charged where lawful.

4.9 Missed Instalments and Acceleration of Accrued Sums. Where the parties have expressly agreed staged or instalment payments, failure to pay a material instalment when due and remaining unpaid for five Business Days after written notice entitles Kew, subject to applicable law, to require immediate payment of all other instalments that relate to Goods supplied, Services performed, customer-authorised materials or other firm commitments already incurred or properly payable under the Contract. Kew may also suspend the affected unperformed work under clause 4.2. This clause does not make the entire price of materially unperformed future work immediately payable merely because an instalment is overdue, nor impose duplicate charges or override mandatory rights.

5. Cancellation, postponement and surplus materials

5.1 No accepted Order may be cancelled, deferred, reduced, postponed or withdrawn without Kew's prior written approval. If Kew consents, Customer shall pay for completed conforming Goods and work, and all reasonably incurred and legally recoverable committed or unavoidable expenditure, third-party liabilities, WIP, materials, components, reserved capacity, testing, tooling, storage, waste and reasonable handling costs arising from the change, subject to mitigation and no double recovery. Kew need not obtain a CMO release or accept a loss without its own agreement.

5.2 Materials, components and finished stock specifically bought or produced for the Customer, including minimum-order quantities reasonably required by suppliers, remain chargeable where committed in performance of the accepted Order. Kew may provide a surplus-materials statement on completion, change or cancellation. On notice, the Customer may request purchase and transfer of usable surplus materials subject to lawful transfer and Kew's consent, at Kew's acquisition cost plus a 20% handling margin and reasonable storage or transfer costs where agreed or otherwise recoverable.

5.3 If the Customer does not acquire surplus or obsolete materials within 28 days of Kew's written notice, Kew may continue to store, return, use where lawfully permitted or dispose of them and charge the Customer reasonable costs of storage, lawful destruction and associated non-recoverable expenditure. Kew shall not charge twice for the same material or loss.

5.4 Unless otherwise agreed, tooling required for an Order may be charged to the Customer but remains Kew's or its manufacturing partner's property, including manufacturing know-how embodied in it. Customer ownership of a specifically identified tool arises only by express written agreement.

5.5 A Customer request to cancel or postpone an accepted Order does not bind Kew or release the Customer from commitments already made to a CMO or other supplier. Kew shall not be obliged to cancel a third-party commitment that the third party will not cancel, nor pay a termination fee, except to the extent Kew expressly agreed otherwise.

5.6 Committed costs may include reserved production slots, non-refundable deposits, bought-in raw materials, minimum-order quantities, artwork, tooling, packing stock, WIP, finished stock, external analytical and validation work, storage and reasonable disposal costs. Kew shall provide a reasonable account of material charges but need not

disclose confidential CMO margin or third-party contractual pricing beyond what is necessary to substantiate recovery.

5.7 Where usable Customer-specific surplus stock is offered for purchase, Kew may charge the acquisition cost and the handling margin expressly specified in clause 5.2 where applicable, or such different charge as the parties expressly agree in writing. Stock already paid for by Customer shall not be billed again as purchase cost; separate storage, processing and disposal services remain chargeable where agreed or otherwise legally recoverable.

5.8 No cancellation or delay transfers ownership of Kew proprietary tooling, manufacturing know-how, formulations or contractual rights against a CMO. Any physical delivery of materials remains subject to safety, confidentiality, title, third-party rights and settlement of amounts properly due.

5.9 Late cancellation and committed production capacity. In addition to the recoverable amounts under clauses 5.1–5.8, where Kew exceptionally agrees to cancel an accepted Order within 12 weeks before the agreed or most recently acknowledged planned commencement of manufacture or delivery, Customer shall pay a reasonable cancellation and disruption service charge of up to 25% of the net value of the cancelled unperformed portion, but only to the extent the particular charge was identified in Kew's quotation or written Order acceptance or separately agreed before the relevant commitment was incurred. The charge is intended to reflect administration, lost production allocation and disruption not otherwise compensated; it shall not duplicate costs or damages recovered under other clauses, shall be proportionate to Kew's legitimate interest, and is subject to applicable law. It does not limit separately recoverable properly evidenced third-party commitments.

5.10 Postponement and deferred capacity. Customer may not postpone an accepted Order without Kew's prior written consent. Where postponement is requested within 12 weeks of the planned manufacture or delivery date, Kew may condition consent upon payment of an agreed postponement service charge of up to 10% of the net affected Order value, together with properly attributable, reasonably incurred storage, material-expiry, production-slot, CMO rebooking, financing, testing and other committed charges. A second postponement, or a proposed deferment of more than six months, may be treated by Kew as a request for cancellation, subject to clause 5.1; Kew has no duty to keep the original production slot or quoted price available. The same loss shall not be recovered twice.

5.11 Surplus stock and inactivity triggers. For Customer-specific materials, minimum-order-quantity purchases, components, work in progress and finished stock acquired or reserved pursuant to an accepted Order or separate written Customer commitment, Kew may issue a statement and require Customer to fund, purchase or authorise reasonable disposal where the relevant product is discontinued, materials have expired or are approaching expiry, the Contract has ended, no open accepted Order requires the items, or no relevant production has been commissioned for 90 consecutive days following the last production activity. Kew shall give reasonable written particulars and at least 28 days for Customer to respond, where practicable. A non-binding forecast alone does not create a payment obligation without corresponding written authorisation; no double charge applies. Customer shall reimburse reasonable, attributable holding, insurance, movement and lawful disposal charges where agreed or legally recoverable.

5.12 CMO charges and pass-through commitments. Customer acknowledges that Kew may owe CMOs and other contractors amounts for cancellations, postponements, minimum material quantities, reserved slots, line time, setup, repeat testing, revalidation, expediting, storage or disposal. Where the exposure arises from a Customer instruction, approved commitment, default or requested change, Customer shall reimburse reasonably evidenced sums actually paid or legally committed by Kew, whether or not the third party has yet invoiced Kew, to the extent recoverable under the Contract and law. Kew is not required to waive a bona fide CMO charge, absorb the difference between third-party terms and Customer expectations or finance alternative manufacture. Kew shall take reasonable steps to mitigate recoverable loss, and recoveries are subject to no double counting. For the avoidance of doubt, amounts properly recoverable under this clause shall be payable in addition to any separate cancellation or postponement service charge validly payable under clauses 5.9 or 5.10, provided that such amounts represent distinct costs, liabilities or losses and that the same cost or loss is not recovered more than once. The service charges contemplated by clauses 5.9 and 5.10 are intended to compensate Kew for its own reasonably attributable administration, planning, commercial disruption and other legitimate interests not otherwise compensated, and shall not be deemed to include third-party charges separately recoverable under this clause unless expressly agreed otherwise.

Nothing in this clause shall circumvent the specific notice, timing or other conditions applicable to the recovery of surplus or unused Customer-specific materials under clauses 5.11 and 5.13 or entitle Kew to recover costs attributable to its own breach or otherwise irrecoverable under the Contract or Applicable Law.

5.13 Customer-Specific Materials Remaining Unused After 90 Days. Where Kew or an authorised CMO has acquired or irrevocably committed to acquire materials, ingredients, packaging or components specifically for an accepted Order or other written Customer commitment, Kew may give the Customer written notice identifying the relevant stock or commitment, its reasonably attributable cost and the date of acquisition or allocation. If that stock remains unused 90 calendar days after such notice, Kew may, on at least 14 days' further written notice, invoice the Customer for the properly committed or incurred materials cost and reasonably attributable continuing storage, insurance or lawful disposal costs where contractually and legally recoverable, whether or not production has otherwise continued. A mere non-binding forecast does not authorise such purchases or create an invoicing entitlement; any amount previously paid or billed for the same items must be credited to avoid double recovery. Payment does not, of itself, transfer title or grant a right to take possession of third-party-owned or regulated materials; custody, insurance, eventual use, disposal and any agreed transfer are subject to the Contract, Applicable Law and legitimate third-party rights. This clause operates alongside clause 5.11 and does not entitle Kew to recover the same stock cost twice.

6. Manufacture, specifications and customer materials

6.1 The Customer shall provide accurate and complete formulations, ingredient specifications, packaging and artwork, technical instructions, product claims, intended use, target market, legal and regulatory classification and other information necessary to perform the Order, and shall promptly disclose any known risks, restrictions or changes.

6.2 Where the Customer supplies or nominates a formula, production method, source, design, artwork, packaging material or component, it is responsible for its accuracy, lawfulness, intellectual-property clearance and suitability for the intended application and markets. Kew is not responsible solely because it has followed an expressly agreed Customer instruction, to the extent legally permissible, but remains responsible for its own negligence, breach and non-excludable manufacturing or regulatory obligations.

6.3 Where a Customer formula, bulk or process has not been developed by Kew, the Customer acknowledges that manufacturing equipment and methods vary between sites. Kew may assess and recommend reasonable process changes; no unapproved material change to an agreed Specification shall be made. If technically feasible manufacture cannot be achieved, the parties may discuss a change at Customer cost; Kew may terminate affected unperformed work if no satisfactory resolution is agreed, recovering reasonably incurred and non-cancellable costs subject to law.

6.4 Customer Materials are supplied at Customer's risk and expense, suitably identified and packaged, with accurate batches, specifications, safety data sheets where applicable, certificates of analysis/conformity, composition and allergen information, relevant microbiological records, transport and storage conditions and any legal permissions. The Customer shall supply appropriately suitable drums, intermediate bulk containers, pallets, tamper-evident packaging and labelling reasonably required by the product and CMO. Kew may request prior samples, delivery schedules and documentary verification, reject or quarantine unsuitable consignments and recover reasonably incurred third-party handling, repacking, demurrage, analysis, disposal or delay costs attributable to Customer default.

6.5 Customer warrants that each free-issued or nominated material, component, bulk product, process and formula is safe, lawful and suitable for the agreed purpose. Kew does not undertake comprehensive testing, authentication, regulatory vetting or qualification merely by accepting free issue or nominating a CMO. Kew and any CMO remain responsible for such statutory and agreed receipt or process controls as specifically apply to their respective activities. A truly undiscoverable latent defect or unsuitable Customer instruction shall not by itself make Kew responsible for resulting loss in the absence of its own breach or other legal responsibility. Customer shall indemnify Kew for resulting legally recoverable third-party liabilities to the extent attributable to Customer Materials or instructions.

6.6 If a Customer-nominated ingredient or component becomes unavailable, withdrawn, restricted or materially delayed, Kew has no automatic duty to redesign or reformulate at its own cost. The parties may agree alternatives, revised price and timing; absent agreement Kew may suspend or terminate the affected supply subject to accrued rights.

6.7 Kew may require a written technical deviation or risk acceptance where Customer instructions depart from reasonable good industry practice. No such waiver permits unlawful or unsafe manufacture, displaces mandatory duties or excuses Kew's own negligence or breach. Kew may refuse work posing unacceptable safety or compliance risks.

6.8 Customer shall identify in writing its required end markets, intended claims, classification, prohibited ingredients, mandatory tests, declared allergens and shelf-life expectations before Order acceptance. Kew may rely upon those instructions subject to any legal duty of its own and shall not be presumed to have undertaken independent registration or label approval unless expressly contracted.

6.9 Customer shall be responsible for any commercial or regulatory consequences of insisting on a nominated formula, source, material, packaging specification, method or artwork to the extent the issue is attributable to that instruction rather than Kew's own breach or non-excludable duty. Kew may suspend affected work where reasonable safety or compliance concerns arise.

6.10 Kew may reject Customer-supplied materials where contaminated, unsafe, incorrectly labelled, inadequately documented, incorrectly packaged or unsuitable for the CMO's equipment. Customer shall supply appropriate pallets, vessels, drums, liners and transport conditions and shall bear associated handling, return and lawful disposal costs attributable to its failures.

6.11 Customer shall provide any free-issued materials with all relevant handling instructions and support documents reasonably needed for their safe use, and shall bear the risk and cost of defective, surplus, obsolete, expired or unsuitable free issue except where loss is caused by Kew's proven breach or non-excludable duty. The Customer shall not expect Kew to fund replacement materials or third-party repeat manufacture caused by such Customer default. Kew may require written approval of a specific deviation; no waiver permits breach of mandatory quality or safety rules.

6.12 Customer confirms that supplied formulae, artwork, data, instructions and materials may be provided to approved CMOs and advisers as necessary to execute the Order, subject to suitable confidentiality arrangements. Customer warrants that it has all permissions and rights necessary for such disclosure and use.

6.13 Customer materials and production readiness. Unless Kew expressly agrees another lead time in writing, the Customer shall ensure that all Customer-supplied bulk, raw materials, components, final artwork and labelling content, specifications, regulatory documents, information, decisions and other Customer inputs required to perform an Order are complete, accurate, conforming and available to the designated Kew or CMO facility no later than 14 calendar days before proposed manufacture, or by any earlier deadline communicated for a particular activity. Any formal Customer approval or sign-off is required only where Kew specifically requests it, the accepted Contract expressly requires it, or applicable law or mandatory technical/quality arrangements require it. The absence of a separately issued sign-off request does not relieve the Customer of its obligation to supply accurate and legally suitable information and materials in good time. Customer is responsible for delivery, customs clearance, identity, completeness and timely availability of its inputs. A missed requirement or deadline does not oblige Kew or a CMO to retain a proposed

manufacturing slot; Kew may reschedule to the next reasonably available slot, and Customer shall bear reasonably incurred and evidenced resulting line-reservation, idle-capacity, postponement, handling, storage and third-party charges to the extent attributable to Customer default, subject to applicable law and no double recovery.

6.14 Optional pre-production submissions and approvals. Except where expressly required by an accepted Order, a separately executed applicable technical or quality agreement, or mandatory law or regulation, Kew is not obliged to prepare, provide, circulate, request or obtain a separate sample, prototype, artwork proof, label proof, formulation sign-off, technical approval or written pre-production confirmation for each Product, variation, batch or Order. Kew may, at its discretion, submit any of these items for Customer review or rely on the agreed Specification, accepted Order, Customer-supplied information and instructions, previous applicable approvals or established product particulars without repeating a voluntary approval process, provided any legally or contractually mandatory technical and regulatory controls remain satisfied. Where Kew requests a particular Customer approval, Kew may suspend or defer the affected activity pending a response, or may elect to proceed in the circumstances and subject to the safeguards in clause 6.14C; Kew is under no obligation to reserve the original production slot. Customer shall not unreasonably delay or withhold a requested approval and shall promptly give specific written reasons and supporting detail for any rejection. Customer changes, late decisions or rejection of previously agreed characteristics may require a revised scope, charges and timetable.

6.14A Effect of items submitted for approval. Where Kew or a CMO supplies a sample, artwork, formulation, specification, proof, technical proposal or other item for Customer approval or comment, Customer is responsible for promptly reviewing those characteristics which are reasonably identifiable from the submission and within the Customer's allocated responsibilities, including product identity, branding, claims, commercial presentation, its stated intended markets and the content and accuracy of its own instructions. A written Customer approval constitutes acceptance of the characteristics clearly presented for approval and any expressly disclosed agreed tolerances, but not an undisclosed manufacturing defect or departure from a separate mandatory requirement. Kew's provision of an item for comment, or assistance in preparing it, does not itself amount to a warranty or independent certification by Kew of the Customer's marketing claims, intellectual-property rights, product classification, local registrations or end-market compliance unless Kew has expressly undertaken that function in the accepted Contract or is legally responsible for it.

6.14B No transfer of responsibility through an omitted voluntary sign-off. The Customer's responsibility for its formulae, designs, specifications, instructions, supplied or nominated materials, artwork, brand claims, intended use, target markets and approvals allocated to it under these Conditions exists whether or not Kew provides a sample or proof, seeks or obtains a separate sign-off, asks a particular question or operates a formal approval workflow. To the extent permitted by law, the absence of an additional, non-mandatory submission or written approval, and Kew's commencement or continuation of development, procurement, manufacture, packing, release administration or delivery, shall not of itself: (a) constitute Kew's adoption, verification or guarantee of Customer-supplied information or commercial decisions; (b) waive or transfer the Customer's responsibilities or indemnities; (c) make otherwise conforming Goods rejectable solely for want of that voluntary procedure; or (d) imply acceptance of a variation, guaranteed delivery date, liability or third-party expenditure. The same applies where an Order is expedited at the Customer's request or Kew staff or a CMO assist informally to progress it. This clause does not excuse Kew from an express contractual undertaking, an actual failure to meet the agreed Specification, obligations to exercise reasonable care and skill, mandatory GMP, product-safety, release, regulatory or other non-excludable duties, or approvals which the parties have expressly made conditions of manufacture.

6.14C Customer delay in responding to a requested voluntary approval; Kew's option to proceed. Where Kew or a CMO voluntarily submits any sample, artwork, proof, specification, product particular, proposal or other item to the Customer for approval, comment or confirmation, the Customer shall provide a complete and specific written response by any deadline stated in the submission or, if no deadline is stated, within five Business Days after the submission is sent to the Customer's nominated or usual business contact. Kew may specify a shorter reasonable response period where justified by a notified production or laboratory slot, a time-sensitive supply-chain requirement or the Customer's requested urgency. If the Customer fails to respond fully within that period, Kew may, at its sole commercial election and without being obliged to issue a reminder, make a further request or obtain an additional voluntary sign-off: (a) suspend, postpone or reschedule the affected work; (b) proceed, or instruct a CMO to proceed, by reference to the last accepted Order and Specification, the Customer's previously supplied or approved information and instructions, and any submitted item to the extent consistent with those requirements; or (c) require revised instructions, price or timings or exercise any other contractual right arising from Customer delay. The Customer acknowledges that a failure to respond may necessitate such a decision to avoid wasting or forfeiting manufacturing capacity, materials, laboratory bookings or other commitments, and agrees that Kew does not assume liability merely by choosing to proceed without the outstanding additional voluntary response. In particular, provided the Goods materially conform to the accepted Order and Specification and Kew complies with its express obligations and applicable mandatory requirements, the Customer shall not reject Goods, withhold payment, demand free rework or claim compensation solely because Kew proceeded without the requested additional voluntary approval or because the Customer failed to raise an objection in time. Any subsequent Customer-requested change shall be treated as a variation and may entail revised lead times and the reasonably incurred, non-duplicative costs and third-party commitments recoverable under these Conditions. Customer responsibility for the accuracy, suitability, rights and regulatory status of Customer-supplied content and its own commercial decisions remains unchanged. For the avoidance of doubt, silence does not constitute approval of a material change to an accepted Specification or an approval, release, certification or authorisation which an accepted Contract, an applicable technical or quality agreement, GMP or other mandatory law expressly requires before manufacture or supply. This clause

does not exclude Kew's liability for its own material non-conformity, breach of an express contractual undertaking or any non-excludable duty, and shall be applied only to the extent permitted by law.

6.15 Forecasts and incremental volumes. Unless expressly stated as a binding commitment in an accepted Order, forecasts, launch estimates and anticipated demand are planning information only and do not guarantee capacity, stock or delivery. Orders or increases exceeding the most recent accepted planning assumptions require fresh confirmation of input availability, CMO capacity, price and estimated timing. Customer shall not rely on any earlier estimate for incremental volume. Where Kew or a CMO acquires Customer-specific materials or reserves capacity in reliance on a written Customer authorisation, Customer shall bear the expressly authorised, reasonably unavoidable costs even if projected orders are not placed, subject to mitigation and applicable law. Kew reserves the right to modify or discontinue the future availability of any product, formulation, packaging format or Service for commercial, technical, regulatory, manufacturing or supply-chain reasons, subject to any binding contractual commitments already undertaken. No previous supply, forecast or historical availability shall create an obligation to continue offering a particular product or specification for future, unaccepted Orders.

6.16 Non-material adjustments and ordinary manufacturing practice. Unless an accepted Specification, a mandatory technical or quality agreement or Applicable Law expressly requires prior Customer approval, Kew may authorise normal, non-material manufacturing, technical, process, equipment-setting, packing or presentation adjustments made in accordance with an appropriately controlled CMO process, without initiating a further voluntary commercial sign-off. This includes a correction or optimisation which does not materially alter agreed identity, composition, performance, safety, quality, labelling content, declared claims, validated status or other essential characteristics of the Goods. Kew shall not rely on this clause to substitute a material or component contrary to an agreed requirement, make a change needing regulatory submission or approval, bypass applicable GMP or change-control duties, or depart materially from an accepted Specification. An additional voluntary approval is not required solely because the CMO uses ordinary permitted manufacturing tolerances. Customer-specific aesthetic or acceptance limits must be stated clearly in the agreed Specification.

6.17 Normal Process Loss, Sampling and Customer Free-Issue Allowances. The Customer shall provide sufficient free-issued or customer-nominated bulk, ingredients, components and packaging to allow for reasonably foreseeable line setup, calibration, routine sampling, quality-control testing (including destructive testing where appropriate), filling or packing losses, cleaning and normal process rejects in accordance with the agreed Specification, the relevant CMO's documented and reasonable process parameters, or any specific allowance agreed in writing. Where no fixed percentage or quantity is agreed, no blanket numerical wastage allowance is imposed; any reasonable allowance is assessed by reference to the particular product, materials, process and contemporaneous records. Kew may charge for reasonably attributable additional materials, work or supply interruption caused by insufficient Customer provision, subject to the Contract, mitigation and no double recovery. This does not excuse loss attributable to Kew's or its CMO's negligence, breach, wilful misconduct or non-excludable legal duties, or authorise unsafe, unlawful or nonconforming production.

6.18 Packaging Compatibility and Functionality. Where the Customer specifies, supplies, nominates or approves packaging, containers, closures, dispensing systems, applicators or other components, the Customer shall be responsible for establishing their suitability for its intended product, application, filling conditions and end markets, including undertaking or procuring appropriate compatibility, functionality and stability testing where reasonably necessary.

Unless expressly agreed otherwise in writing, Kew shall not be deemed to have warranted the compatibility or suitability of such Customer-selected components for any particular formulation, application or operating conditions which have not been adequately disclosed to Kew and addressed through the agreed specification or testing programme.

Nothing in this clause shall relieve Kew of responsibility for its own workmanship, compliance with the agreed Specification, any testing or verification obligations expressly undertaken by Kew, or any other obligation or liability which cannot lawfully be excluded.

7. Storage, transportation, temperature and evidence

7.1 From completion of delivery or collection and for so long as Goods are in the possession, custody or control of the Customer or its carriers, warehouse operators, distributors, agents or other downstream parties, the Customer shall ensure suitable handling, shipment, storage and preservation of the Goods in accordance with the labelled storage conditions, agreed Specification, applicable legal and regulatory requirements and any additional written instructions supplied by Kew.

7.2 WHERE NO DIFFERENT STORAGE OR TRANSPORT TEMPERATURE IS SPECIFIED BY THE PRODUCT LABELLING, AGREED SPECIFICATION, APPLICABLE LAW OR KEW'S WRITTEN PRODUCT INSTRUCTIONS, CUSTOMER SHALL MAINTAIN THE GOODS CONTINUOUSLY BETWEEN +4°C AND +25°C AFTER RISK PASSES. THIS INCLUDES AIR FREIGHT, AIRCRAFT HOLDS, AIRPORT APRONS, CUSTOMS CLEARANCE, TRANS-SHIPMENT, ROAD/SEA TRANSPORT, LOADING, TEMPORARY HOLDING, WAREHOUSING AND ONWARD DISTRIBUTION. MORE STRINGENT OR DIFFERENT SPECIFIC REQUIREMENTS TAKE PRECEDENCE. CUSTOMER IS RESPONSIBLE FOR SUITABLE ROUTES, CARRIERS, INSULATION, MONITORING AND CONTROL THROUGHOUT ITS SUPPLY CHAIN.

7.3 The Customer shall select suitable carriers, freight forwarders, packaging, transit routes, vehicles, aircraft shipping arrangements, terminals and warehousing facilities capable of maintaining the applicable conditions. In particular, the Customer shall assess and control exposure to extreme temperatures on airport aprons, in aircraft holds, during customs delays and while freight is awaiting collection. Customer is responsible for ensuring subcontracted transport and storage providers comply.

7.4 The Customer shall maintain appropriate contemporaneous, reliable records showing compliance throughout each relevant stage of custody, including temperature logger data, time/date/location information,

excursion reports, carrier and warehouse records and, where appropriate, calibrated monitoring equipment and chain-of-custody information. On Kew's request in connection with a complaint, suspected defect, adverse event, shelf-life concern, product deterioration or a quality investigation, the Customer shall provide reasonably available original or authenticated records promptly, together with relevant transport documents and records held by its contractors.

7.5 Where a quality complaint may reasonably be attributable to deterioration, mishandling, temperature excursion or conditions after risk passed, Customer must substantiate compliance during the relevant period with contemporaneous records, including calibrated logger information where proportionate, timestamps, routes, carrier and warehouse data, and incident reports. Customer shall provide available records within seven Business Days of request and explain any objectively unavailable material. Absent adequate evidence, Kew may dispute that the defect existed at delivery, suspend contractual credits pending substantiation and rely on alternative post-delivery causation; this is a contractual evidence and cooperation obligation and does not reverse mandatory rules of proof or bar claims which law does not permit to be excluded.

7.6 Any known or suspected temperature excursion, delay, exposure, accident or mishandling that may affect quality shall be reported to Kew without undue delay, and affected Goods shall be segregated pending documented assessment. The Customer shall not rely solely on the absence of recorded excursions where no adequate monitoring took place. The Customer shall bear reasonable investigation and related costs to the extent arising from its non-compliance, subject to causation and applicable law.

7.7 For cosmetics, foods, food supplements, wellbeing and other consumer products, the Customer shall comply with all applicable product-specific storage, hygiene, traceability, distribution and handling requirements, including any conditions on labels or in the agreed Specification. Nothing in this clause shifts Kew's responsibility for periods when transport or storage remains contractually under Kew's control or diminishes mandatory duties imposed on Kew by law.

8. Quality, inspection, complaints and retained samples

8.1 Quality, Conformity and Fitness for Purpose. Kew warrants that, on delivery, the Goods will materially conform to the agreed Specification and such other requirements as cannot lawfully be excluded.

No warranty as to a particular shelf life, fitness for a Customer's undisclosed application or the result of testing is given except as expressly agreed or required by law.

Where the Customer has made a particular intended purpose known to Kew, any responsibility for fitness for that purpose shall be determined by the agreed Specification, any express undertaking accepted by Kew, the extent to which the Customer has reasonably relied upon Kew's skill or judgment, and Applicable Law.

Subject to Applicable Law and any applicable statutory requirement of reasonableness, all other implied terms, conditions and warranties are excluded to the fullest extent lawfully permitted. Nothing in this clause shall exclude or restrict any obligation or liability which cannot lawfully be excluded or restricted by law.

8.2 Customer shall inspect Goods promptly on actual or deemed delivery. Apparent shortage, visible transit damage, incorrect Goods, readily observable packaging defects or other nonconformities reasonably identifiable by ordinary receipt inspection must be notified to Kew in writing, with reasonable particulars, within three Business Days after delivery in accordance with clause 8.16. A genuinely latent defect or other nonconformity not reasonably observable on receipt shall be notified in writing within 10 Business Days after its discovery, or sooner where Applicable Law or a relevant product-safety obligation requires. Customer shall preserve relevant Goods, packaging, records and evidence, promptly segregate suspect stock where appropriate and take reasonable steps to mitigate loss. These notification periods do not unlawfully extinguish rights which cannot be restricted, and evidence-submission requirements remain subject to clause 8.3.

8.3 Customer shall give Kew reasonably full particulars of any complaint, including batch identification, affected quantities, description and date of discovery, photographs, received-unit and retained-unit evidence where available, shipping and temperature history, relevant end-user feedback and results of available tests. Customer shall supply reasonably requested additional records and representative affected samples within 21 calendar days of Kew's written request. On written request made before expiry, Kew may grant a reasonable extension where evidence genuinely cannot be obtained in that period. Without good reason or mandatory legal protection, failure to provide material available evidence permits Kew to suspend investigation, decline an unsubstantiated discretionary contractual credit or replacement and rely on any material prejudice in defending the claim.

8.4 Kew may examine returned Goods, relevant release and production records and representative retained bulk and finished-product samples, and may arrange appropriate independent testing. Conforming retained samples and compliant release testing are agreed to be material evidence relevant to whether a systemic manufacturing defect existed at dispatch, especially where delivered units have been subjected to uncertain transport or storage. A differing result in returned Goods shall be evaluated with documented custody and temperature history. A returned sample is not automatically conclusive of every delivered unit. Customer shall provide sufficient samples for fair repeat examination where reasonably practicable, and preserve evidence; Kew may challenge unexplained results or inadequate sample custody.

8.5 Where deviation or nonconformity is shown to be attributable to Kew's breach, Kew may, at its election and insofar as law permits, repair, rework, replace affected Goods or refund the corresponding price. The Customer shall not incur recall, replacement, testing, handling or third-party expenditure purporting to bind Kew without prior written approval unless reasonably necessary for an urgent legal or safety response. Kew is not liable for defects attributable to Customer Materials, improper post-delivery handling, unauthorised alteration, Customer instructions, fair wear, fair ageing, expired goods or circumstances beyond Kew's responsibility, subject to law.

8.6 Normal non-critical manufacturing or aesthetic variation may occur in natural raw materials, printed components, label position, colour and appearance. Such variation does not justify rejection unless it exceeds an agreed written

tolerance, materially departs from Specification, infringes law or creates a safety or functional concern. Unless a stricter written specification applies, deviations affecting fewer than 10% of packed units do not automatically justify rejection of an entire batch solely on aesthetic grounds; this provision does not deem defective units acceptable or excuse labelling, safety, regulatory or critical quality failures.

8.7 Kew may retain and examine representative bulk and finished-product samples and manufacturing or packing records in accordance with applicable law and quality arrangements. Customer shall not infer that satisfactory retained samples establish a warranty about every later-handled unit; nor may the Customer demand that Kew accept a post-delivery defect without considering appropriate storage and transport evidence.

8.8 For Goods without a stated expiry, best-before or other agreed shelf-life end date, the contractual shelf life shall be deemed to end 30 months after the documented date of manufacture, unless mandatory law or a written product-specific specification requires another period. Customer shall not represent a longer product life or extend/re-label dates without written approval and all legally necessary validation. Kew gives no new contractual quality, appearance, stability or performance warranty for deterioration occurring only after that end date. This does not eliminate a valid accrued claim relating to a defect present earlier, or an obligation or liability that law does not permit to be excluded.

8.9 Where appropriate Kew may inspect samples itself or appoint the CMO or independent qualified laboratory to conduct physical, chemical, microbiological, packaging, stability or other examination. Kew may insist upon suitable chain-of-custody evidence, representative sampling and non-destructive preservation of enough product for repeat testing wherever practicable.

8.10 Customer shall bear reasonably evidenced investigation and testing costs where the complaint is unsubstantiated or attributable to its own breach, handling, transport, storage, instructions or materials. Kew shall not be liable merely because it elects to investigate, cooperate, offer goodwill assistance or pursue a voluntary precaution.

8.11 Kew's and the CMO's contemporaneous retained samples, batch documentation, in-process controls and release evidence shall be admissible contractual evidence of conformity and may reasonably support rejection of an unsupported allegation. They shall be given substantial evidential weight where traceable and appropriately stored.

8.12 Except for Goods expressly bearing a later valid expiry date, Goods which carry no expiry or best-before date shall, for contractual complaints and warranty purposes, be deemed to have reached the end of their shelf life 30 calendar months after the documented date of manufacture, or where that date cannot be established despite reasonable enquiry, the date of delivery. A stated shelf-life or mandatory regulatory period prevails where longer or otherwise required by law.

8.13 Following the applicable Shelf Life End Date, Kew gives no contractual undertaking that Goods remain suitable, effective, stable, aesthetically unchanged or fit for further sale or use. To the fullest extent permitted by law, Customer may not initiate a new contractual quality rejection or warranty claim solely because of deterioration first arising after that date; this clause does not extinguish accrued causes of action for defects existing earlier, non-excludable product liability, fraud or mandatory safety-reporting duties.

8.14 Where a complaint is not supported by required evidence, Kew may ask the Customer to make affected Goods available for further examination. Kew is not bound by a third-party laboratory conclusion produced without an appropriate sample history or agreed testing method; either party may reasonably propose independent confirmatory testing.

8.15 Kew may refuse returns of conforming Goods, obsolete stock or Goods outside their shelf life. Returns of potentially unsafe Goods require advance written arrangements and appropriate packaging, carriage, safety documentation and temperature controls.

8.16 Apparent nonconformities. Without prejudice to mandatory rights, Customer shall give Kew written notice of apparent shortages, transit damage, incorrect items, readily observable packaging defects and other nonconformities reasonably identifiable by ordinary receipt inspection within three Business Days after actual or deemed delivery. Notice must identify the relevant Order, batch, affected quantity and available supporting particulars. Failure to notify in time creates a rebuttable presumption of acceptance for the apparent matter, but does not defeat a genuinely latent defect, an issue not reasonably observable, a non-excludable right or a claim where mandatory law requires another result.

8.17 Default inspection and cosmetic acceptance criteria. Where the parties have not expressly agreed an additional product-specific sampling or cosmetic-acceptance plan, Kew and the relevant CMO may apply their documented and reasonably appropriate ordinary receipt, in-process, finished-product, sampling and inspection practices, having regard to the agreed Specification and applicable industry standards. A Customer may not retrospectively impose a special inspection regime, a zero-tolerance cosmetic standard or new aesthetic acceptance criteria unless accepted in writing by Kew. Any agreed acceptance quality limit (AQL), sampling method, defect classification or permitted variation shall apply only to the categories and circumstances expressly covered by it and shall not authorise unsafe, incorrectly labelled, illegal, materially nonconforming or otherwise critically defective Goods. Where no AQL has been agreed, no numerical AQL is created merely by these Conditions. Clauses 8.1, 8.6 and 8.16 and all mandatory quality obligations remain effective.

8.18 Continued use, distribution and avoidable loss following suspected defects. On becoming aware of a suspected material defect, quality incident or safety concern affecting identifiable Goods, Customer shall promptly notify Kew under clauses 8.2 and 8.16 or any shorter mandatory reporting requirement, preserve relevant evidence and, where reasonably appropriate having regard to the risk, identify, segregate and refrain from further use, alteration, resale, supply or distribution of the potentially affected stock pending proportionate assessment and lawful disposition. Customer shall not unnecessarily increase the loss by knowingly continuing to use or distribute Goods reasonably suspected to be unsafe or materially nonconforming. Subject to causation, mitigation, clause 15.1 and Applicable Law, Kew shall not be liable for additional loss to the extent it results from Customer's unreasonable continued use, distribution, alteration or failure to preserve evidence after discovery. Nothing requires Customer to delay mandatory

incident reports, regulatory notifications, urgent safety measures, market withdrawal or recall; Kew and Customer shall cooperate in accordance with section 12.

8.19 Burden of Proof and Substantiation. Subject to applicable law, the Customer shall bear the responsibility for substantiating any allegation that Goods or Services supplied by Kew are defective, nonconforming or otherwise in breach of Contract. The Customer shall provide reasonable objective evidence demonstrating the alleged defect or nonconformity, that it existed at the relevant time or arose from a breach for which Kew is responsible, and the nature and extent of any resulting loss. Kew shall not be required to establish the absence of a defect or disprove an allegation merely because a complaint has been made. An allegation, third-party complaint, deterioration following delivery or adverse test result shall not, without sufficient supporting evidence and consideration of relevant handling, storage, transport and sampling circumstances, automatically establish liability on the part of Kew. Pending reasonable substantiation of a claim, Kew may decline to admit liability or provide a discretionary contractual refund, credit, replacement or other remedy. Kew's participation in any investigation, testing, correspondence or precautionary action shall not constitute an admission of liability or reverse the Customer's responsibility to substantiate its claim. Nothing in this clause restricts mandatory product-safety or regulatory obligations, prevents appropriate investigation of credible safety concerns, overrides applicable rules of evidence or excludes liability which cannot lawfully be excluded.

8.20 Customer Checks Before Onward Use or Distribution. In addition to the initial receipt inspection required by clauses 8.2 and 8.16, and before repacking, processing, distributing, marketing, selling or otherwise placing Goods into its own supply chain, the Customer shall undertake reasonable and proportionate checks relevant to its role, the agreed Specification and intended market, including product identity, batch and quantity, visible condition, packaging, labelling, accompanying information, relevant transport or storage conditions and any approvals or documents allocated to the Customer by law or the Contract. The Customer shall not knowingly distribute Goods with a suspected material safety or regulatory defect and shall promptly notify Kew and cooperate in an appropriate assessment. Such checks do not require the Customer to repeat every manufacturer's or laboratory test, do not substitute for Kew's conformity obligations or mandatory regulatory duties and do not deprive the Customer of any right that cannot lawfully be excluded. Failure to carry out a reasonable check may be considered in assessing causation and avoidable loss to the extent permitted by law.

9. Delivery, risk, quantities and title

9.1 Unless otherwise agreed in writing, Goods are available for collection from premises nominated by Kew, and the Customer must collect within three Business Days of notice of readiness. Where Kew agrees delivery, the delivery destination and any Incoterms rule must be expressly identified in the Order. All proposed or stated delivery, availability, dispatch and collection dates are indicative and time is not of the essence for Kew, subject to clauses 2.9 and 2.10 and any specifically agreed binding written undertaking by an authorised Kew director. Customer collection and other time-critical obligations remain subject to clause 2.11.

9.2 Risk passes on completion of delivery under the agreed delivery arrangement or, for collection, when Goods are loaded for collection, subject to mandatory law and any expressly specified Incoterms rule. Where Customer fails to collect or accept delivery within three Business Days after notice, Goods may be deemed delivered, risk may pass and Kew may charge reasonable storage, insurance and handling costs so far as legally effective and without excluding liability for Kew’s own proven breach.

9.3 Where Kew or its carrier arranges transport, apparent transit damage, visible shortage or incorrect delivery must be notified within three Business Days after actual or deemed delivery in accordance with clauses 8.2 and 8.16. Non-delivery should be notified within 14 calendar days after the stated dispatch date, where known; genuinely concealed or latent transit damage shall be notified promptly and in accordance with the latent-defect procedure under clause 8.2 where applicable. Customer shall preserve photographs, delivery notes, carrier records, packaging, batch particulars and relevant storage or temperature evidence. Kew's transit exposure remains subject to the agreed delivery and risk-transfer arrangement and section 15, without preventing claims or duties that cannot lawfully be excluded.

9.4 A quantity tolerance applies per SKU unless otherwise expressly agreed: ±10% where the ordered quantity exceeds 10,000; ±15% for 5,001–10,000; ±20% for 2,501–5,000; and ±25% for up to 2,500. Customer pays for the quantity actually supplied. These quantity allowances never permit goods to fall below agreed safety, quality or other legal requirements. Kew may deliver in separate instalments and invoice each separately; failure affecting one instalment does not automatically entitle cancellation of the others.

9.5 Reservation of title and all-monies protection. To the extent effective under Applicable Law, title to identifiable Goods supplied by Kew shall remain with Kew until Kew has received in full, in cleared funds, both (a) the agreed price for those Goods and (b) all other sums then due and payable to Kew from that same Customer for Goods supplied by Kew under any accepted Order, whether under the same or another Order. This is an all-monies retention-of-title provision only to the extent legally effective; it does not purport to create a trust over proceeds of resale, obtain title to goods manufactured from or irreversibly incorporated with the Goods, or create an unregistered charge. Until title passes or an authorised ordinary-course resale takes place, Customer shall store Goods appropriately and, so far as practicable, separately and identifiably as Kew's property, preserve identifying marks, keep them insured for their full value and shall not pledge or grant security over them. Customer may resell Goods in its ordinary course of business before payment only as principal, and title in Goods so resold shall pass immediately before the authorised resale, without prejudicing Kew's contractual right to recover unpaid amounts. No provision revives Kew's title to Goods after title has validly passed.

9.6 To the extent permitted by law and subject to any third-party rights, Kew may require return of identifiable unpaid Goods and take lawful steps to recover them upon payment default or relevant insolvency. Customer shall grant reasonable access on notice where legally authorised; no term authorises unlawful entry. Kew may sue for the price even where title has not passed if legally entitled.

9.7 Where Customer fails to collect or accept conforming Goods within three Business Days after notification that they are ready, or fails to provide necessary shipping instructions, documents, approvals or licences, Kew may, subject to any agreed delivery term and applicable law, treat delivery as completed, transfer risk where legally and contractually permissible, store Goods at Customer risk and expense, and invoice agreed prices and reasonable storage, insurance, handling and re-delivery costs. Remaining shelf life reduces during such delay without creating a quality defect by itself.

9.8 For non-delivery attributable to Kew, its contractual remedy, subject to applicable law, is replacement within a reasonable period, which may reasonably reflect CMO lead times and shall not ordinarily be less than twelve weeks for made-to-order production, or a credit for the affected price, at Kew's election.

9.9 Customer shall keep unpaid Goods identifiable, appropriately stored and insured for their full invoice value; it shall not create security over them, remove identifying marks or obstruct lawful recovery. Kew may, where legally permitted and on reasonable notice, require return of unpaid Goods and access to identify or recover them.

9.10 Customer-arranged exports; documents and evidence. Where Goods are collected from Kew, a CMO, a UK warehouse or other nominated location by or on behalf of Customer for export, or Customer or its carrier otherwise controls the export movement, Customer shall provide accurate consignee, destination, haulier, route, export and customs particulars and shall comply with applicable customs, export-control and import requirements. Customer shall provide Kew promptly, upon request and in all cases within the applicable statutory period for VAT zero rating (or any earlier reasonable deadline notified by Kew for compliance), with authentic, consistent and sufficient documentary evidence identifying the Goods, quantities, supplier, purchaser, destination and actual departure from the UK. This may include customs departure confirmation, carrier documentation and other official or commercial evidence required by HMRC, and Customer shall obtain the cooperation of its freight forwarder and any nominated collection or consolidation point. A mere intention to export or a carrier booking does not constitute proof of export. Kew is not obliged to treat a supply as VAT zero-rated merely because the Customer is located abroad or intends to remove the Goods from the UK. Kew retains its own statutory VAT and recordkeeping duties.

9.11 VAT security, adjustment and recovery for customer-controlled exports. Where Kew reasonably considers the required export evidence may not be received in time, or the legal conditions for VAT zero rating are not established, Kew may, before release or in accordance with the accepted Contract and Applicable Law, require a security deposit up to the VAT amount potentially chargeable, or charge VAT at the applicable UK rate. If Customer fails to export Goods or to provide satisfactory proof within the legally applicable time limits, Customer shall promptly pay VAT properly chargeable on that supply and reasonable, documented costs directly caused by its failure, insofar as law and the Contract permit; Kew shall account to HMRC as required and shall not charge the same amount twice. Any VAT security deposit shall be returned or applied appropriately once Kew has obtained valid evidence establishing zero-rating, subject to lawful set-off and necessary tax accounting adjustments. These clauses do not guarantee zero rating or alter any mandatory VAT liability or exception, including the rules applicable to UK-established purchasers and movements involving Northern Ireland.

9.12 Customer Delivery and Destination Instructions. The Customer shall provide, by the time reasonably requested and in any event before the affected production, labelling or packing work begins, complete and accurate delivery and consignee details, intended country or market of destination, relevant import or customs information, special handling requirements and shipping documents within its responsibility. Once the affected work has commenced, any proposed change to consignee, destination, market-specific label, shipping route, documentation or delivery arrangements requires Kew's prior written acceptance and any necessary technical, legal or supplier approval; no change is effective merely because it is emailed to a CMO, carrier or other third party. Where Kew accepts a change, the Customer shall bear reasonably attributable, evidenced rework, testing, relabelling, storage, rebooking, transport and other costs, subject to Applicable Law, mitigation and no double recovery. Kew may pause the affected work and revise indicative dates while necessary instructions, checks or approvals remain outstanding. This provision does not displace Kew's own applicable shipping, traceability, labelling or product-safety responsibilities.

10. Customer-owned stock, lien and inventory

10.1 Kew and its approved subcontractors may hold Customer Materials and customer-funded finished stock for purposes of the Order. Customer warrants that it has title or authority to supply such property and authorises its lawful use and handling. Unless expressly agreed, Kew does not insure Customer Materials for every possible risk beyond its mandatory or expressly accepted obligations.

10.2 To the fullest extent lawfully available, Kew shall have a contractual possessory lien over Customer Materials and Customer-owned Goods in its actual lawful possession for unpaid sums properly due in respect of those Goods or the associated services, and where effective by agreement also for other outstanding sums owed by the same Customer. Kew may retain possession pending payment and recover reasonable storage and preservation costs. The lien shall not apply to property of an innocent third party where Kew has no lawful right against it and shall be exercised subject to insolvency and other mandatory rules.

10.3 If payment remains overdue, Kew may serve a reasonable written notice requiring payment and collection. Disposal or sale of Customer-owned stock may occur only after any further notice and procedure required by applicable law or an effective separate agreement; proceeds shall be accounted for as legally required. These Conditions do not create an unrestricted power to sell third-party property.

10.4 Customer shall provide accurate batch-level inventories and supporting documentation for Customer Materials as reasonably required. Unless Kew expressly accepts a separate warehousing service, Kew does not guarantee indefinite storage or inventory reconciliation beyond obligations it owes by law or agreed technical arrangements.

10.5 Kew may require the Customer to collect or arrange return of Customer Materials following expiry, cancellation or termination after payment of properly due charges, subject to reasonable safety, transport and access requirements. After

reasonable written notice and a legally permissible opportunity to collect, Kew may arrange lawful disposal at Customer cost where items have no feasible lawful use or collection does not occur.

11. Services, approvals and regulatory responsibilities

11.1 Kew shall perform agreed Services with reasonable care and skill. Timetables and technical predictions are estimates unless expressly warranted; scientific, stability, compatibility, preservative-efficacy, laboratory or consumer-testing services do not guarantee a particular outcome. The Customer must provide timely accurate instructions, information, access and approvals and shall compensate Kew for reasonably evidenced delay or costs caused by Customer default, subject to law.

11.2 The Customer is responsible for product-specific licences and registrations, import and export permissions, claims, branding, label texts and use of Goods in its intended markets, except to the extent Kew expressly accepts a particular responsibility in writing or law imposes it on Kew. Kew may assist in regulatory submissions, but such assistance does not transfer responsibility for Customer decisions or marketing claims.

11.3 The Customer shall maintain lawful and appropriate storage, distribution, product safety and traceability systems and all authorisations required for its activities in procuring, importing, exporting, distributing, marketing and selling the Goods. In respect of cosmetics, food supplements, wellbeing, beauty, personal-care and other general consumer products, the Customer shall comply with applicable product-specific safety, food and cosmetic laws, labelling and claims rules, traceability, complaints-handling and market-surveillance requirements in the relevant territory, insofar as those responsibilities apply to the Customer. This does not displace any non-excludable responsibility of Kew.

11.4 The Customer shall comply with applicable import, export, customs, sanctions, advertising and anti-corruption laws, shall not supply Goods to prohibited persons or territories and shall obtain necessary local approvals. Where Goods are supplied for an identified destination market, the Customer shall not unlawfully divert them into another market or alter labels, claims, documentation or product presentation in a manner that breaches Applicable Law or an accepted Specification.

11.5 Kew does not offer or agree to act as the cosmetic product Responsible Person and does not accept a Responsible Person mandate. The parties intend that another legally eligible person shall fulfil that role as provided in clause 11.12. Nothing in these Conditions overrides any responsibility imposed on Kew by mandatory law as a consequence of Kew's actual activities or legal status, including any non-excludable product-safety, manufacturer, distributor, food business operator, import, data-protection or other regulatory duties.

11.6 Kew’s role in procurement, development, technical coordination or supplier liaison does not constitute an undertaking to personally manufacture, test or release Goods at its own premises. The identity of the actual CMO, its regulatory licences, manufacturing methods and capacity may be subject to confidential third-party arrangements and relevant legal requirements.

11.7 Customer shall not claim a CMO has agreed to a date, price, process, deviation, change control, sampling plan or method merely because Kew has relayed Customer proposals. An activity becomes contractually committed only when expressly accepted by Kew under the Order and subject to any stated technical or third-party conditions.

11.8 Kew may rely on appropriately qualified third-party technical, stability, compatibility, preservative efficacy, microbiology and safety assessments, but no test constitutes a guarantee of a particular scientific outcome, absolute absence of future deterioration or universal compatibility across untested conditions and markets.

11.9 The Customer is responsible for obtaining and maintaining import permits, local registrations, distributor licences, label and claims approvals and end-market distribution arrangements allocated to it by law or agreed in writing. For cosmetics, the Customer shall procure that the legally required Responsible Person is identified and carries out the product notification, safety assessment, Product Information File and other statutory responsibilities assigned to that person under applicable law, as further provided in clause 11.12. Kew has no duty to secure local approvals, submit notifications or adapt specifications without a separate priced engagement, and any assistance does not make Kew the Responsible Person.

11.10 Where Customer instructs changes inconsistent with CMO validation, approved specifications, mandatory product classification, quality requirements or safety advice, Kew may refuse or suspend the affected work without liability for consequent delay caused by that request, subject to mandatory law and any specific contradictory accepted obligation.

11.11 Non-binding development, testing and critical paths. Product research, formulation, development, sampling, trials, analytical and microbiological testing, compatibility, stability, preservative-efficacy, safety assessments, scale-up, process validation, artwork approval, regulatory submissions and manufacturing transfer are inherently investigative, iterative and dependent on scientific results and independent third parties. No project plan, Gantt chart, critical path, anticipated milestone, target launch, forecast, quotation, progress update or indicative completion or delivery date is binding as a guaranteed milestone or time-of-the-essence commitment, unless an authorised director of Kew expressly identifies the particular milestone as contractually guaranteed in a written Order. Negative or inconclusive results, repeated trials, additional work, re-testing, re-formulation, external laboratory delays and regulatory questions may necessitate revision of scope, timetable and cost. Kew does not warrant that development will succeed, that any particular test will pass, that an authority will approve a submission or that commercial production will be feasible, but remains obliged to exercise the contractual standard of care and skill applicable to Services. Any review of alternative technical options or material alteration of a project may suspend and reset the affected programme as described in clause 3.12. Unauthorised expenditure incurred by the Customer in anticipation of a proposed milestone remains its own risk, subject to clause 15.1.

11.12 Cosmetic products - Responsible Person allocation. Kew does not offer or agree to act as the "Responsible Person" for any cosmetic product in Great Britain, Northern Ireland, the European Union or any other intended market and does not accept appointment or a written mandate for

that role. For each cosmetic product and market, the Customer shall identify and ensure the appointment or statutory identification of a legally eligible Responsible Person, which may be the Customer or another third party as applicable law requires, before the product is placed on that market. The Customer shall obtain, maintain and, on reasonable request, provide Kew with the Responsible Person's identity and contact details, evidence of any required mandate and written acceptance, and reasonable confirmation that the required safety assessment, Product Information File, notifications, labelling and other applicable compliance arrangements are in place. Kew's procurement, formulation assistance, artwork comments, testing coordination, correspondence or other administrative support does not constitute acceptance of that role; the Customer shall not designate, identify or describe Kew as the Responsible Person in any label, artwork, product notification or other document, and Kew does not agree to any such designation. Kew may decline, suspend or refrain from committing to affected work if the necessary Responsible Person arrangements have not been established or if the proposed transaction would require Kew to assume a statutory role that it does not undertake. Nothing in this clause purports to disapply any statutory rule which may designate a person, including Kew, as a Responsible Person by reason of its actual manufacture, importation, branding, distribution or other activity; in that event the parties shall address the resulting legal position before the relevant product is placed on the market, and Kew shall not be required to proceed where it is contractually and legally entitled to refuse.

12. Safety, adverse events and recall

12.1 Customer shall maintain traceability records identifying products, batches, deliveries, downstream recipients and suitable contact information sufficient for prompt quarantine, withdrawal or recall. Records shall be accurate, current, securely maintained and available promptly to Kew and competent authorities when legally required.

12.2 Customer shall notify Kew without undue delay, and immediately where a serious or urgent risk is suspected, of actual or suspected safety or quality defects, contamination, adverse consumer reactions, regulatory concerns, non-compliant labelling or claims, counterfeit or tampered Goods, market-surveillance enquiries and potential recalls or withdrawals. The Customer shall comply with any shorter legally required notification period and provide the facts then known, followed promptly by material updates. Ordinary product complaints remain subject to the reporting and evidence requirements elsewhere in these Conditions.

12.3 Customer shall cooperate in investigations, provide available affected samples, storage and distribution records, preserve evidence and support appropriate recall, withdrawal and reporting. Neither party may improperly prevent the other from fulfilling mandatory reporting duties. Where lawful, Kew may coordinate voluntary action relating to its supplied Goods and consult with the Customer.

12.4 Where a recall or other corrective action is attributable to Customer instructions, marketing, storage, distribution or breach, Customer shall bear legally recoverable associated costs; where attributable to Kew’s breach Kew’s responsibility is determined by applicable law and clauses 14–15. No clause limits non-excludable liability or mandatory regulator-directed action.

12.5 Customer shall notify Kew immediately of any serious or urgent safety, contamination, tampering, counterfeit or regulatory incident and, in any event, within 48 hours of first awareness of an actual, threatened or reasonably suspected product liability claim, unless Applicable Law requires earlier notification. Suspected undesirable or serious undesirable effects associated with cosmetics, and safety incidents associated with food, food supplements and other consumer Goods, must be escalated without undue delay to the persons responsible for mandatory reporting. The Customer shall preserve samples, traceability, distribution and incident records and respond promptly to follow-up requests. Nothing in this clause replaces any statutory notification obligation applicable to either party.

12.6 Customer shall operate batch-level forward traceability and customer-contact records adequate for prompt identification, quarantine, withdrawal and recall of affected Goods, and shall preserve records for the applicable regulatory period. Customer shall give Kew access to relevant records promptly and cooperate fully in urgent investigations.

12.7 Customer shall not admit liability on Kew’s behalf, settle a claim purporting to bind Kew, make an unauthorised public statement about Kew’s responsibility or destroy material evidence without prior written consent, except where immediate mandatory legal or safety obligations require action.

12.8 Kew may initiate or coordinate a voluntary recall, market withdrawal, safety notification or corrective action involving Goods it supplied where reasonably necessary to protect safety, comply with law or protect its position; Customer shall cooperate promptly. This does not prevent the legally responsible manufacturer, responsible person, authorisation holder, distributor or regulator from exercising independent mandatory powers.

12.9 Subject to mandatory legal and regulatory duties, Kew shall determine and coordinate the defence of any product liability claim in which it is named or materially exposed, including the choice of advisers and negotiations affecting its own responsibility. Customer shall not admit fault on Kew’s behalf, offer a settlement binding Kew or communicate a liability conclusion publicly without Kew’s prior consent, except where required by law. The parties shall cooperate promptly; neither party is required to relinquish separate statutory rights of defence.

12.10 Where the incident results from Customer acts, instructions, distribution, promotion, storage, transport, unauthorised modification or regulatory noncompliance, Customer shall reimburse Kew for reasonably incurred and legally recoverable investigation, retrieval, transport, disposal, replacement, customer communication, third-party and professional costs, subject to causation, mitigation and no double recovery.

12.11 Customer shall maintain proportionate documented procedures for detecting and escalating suspected counterfeit, adulterated, tampered, unsafe or non-compliant Goods, verifying lawful downstream recipients where required and cooperating with any applicable traceability, market-surveillance, safety or recall requirements. The Customer shall not knowingly permit Goods to be unlawfully diverted into an unauthorised or restricted market.

12.12 Customer-Initiated Recalls, Withdrawals and Corrective Actions. The Customer's decision to initiate,

announce, undertake or arrange any voluntary product recall, market withdrawal, stock recovery, corrective action or other similar measure shall not, of itself, establish any defect in the Goods, breach of Contract or liability on the part of Kew, nor entitle the Customer to recover the costs of such action from Kew.

Except where immediate action is required by Applicable Law, a competent regulatory authority or a reasonable and proportionate response to an urgent and credible product-safety risk, the Customer shall notify Kew promptly in writing before commencing such action, provide the available supporting evidence and proposed scope of the action, and afford Kew a reasonable opportunity to participate in the investigation, risk assessment and consideration of appropriate corrective measures.

The Customer shall not represent that Kew has accepted responsibility for any recall or agreed to meet its costs without Kew's prior written consent. Any costs incurred by the Customer without such consent shall be incurred at the Customer's own commercial risk and shall not become payable by Kew merely because the Customer considers the action necessary or commercially desirable.

Where Kew is established to be legally responsible for a defect, breach or other matter giving rise to the recall or corrective action, any liability for associated costs shall be determined in accordance with the Contract and Applicable Law, including the exclusions and limitations in section 15 to the extent lawfully enforceable. Any recoverable costs must be reasonably incurred, necessary, proportionate, adequately substantiated and properly attributable to the matter for which Kew is responsible, subject to applicable principles of causation, mitigation and no double recovery.

Nothing in this clause shall prevent either party from taking immediate action reasonably necessary to protect health or safety, complying with a mandatory recall or notification obligation, cooperating with a competent authority or exercising any right or fulfilling any duty which cannot lawfully be excluded or restricted.

13. Intellectual property, trade marks and confidentiality

13.1 Each party retains its own Background IP. Customer grants Kew and its approved contractors a non-exclusive, royalty-free licence during performance to use Customer materials, instructions, artwork, formulations and rights as necessary to perform the Order and to comply with law.

13.2 Unless an Order expressly states otherwise, intellectual property, methods, know-how, testing data, reports, improvements, manufacturing processes and other outputs created by or for Kew in performing Services or manufacturing Goods belong to Kew or its applicable licensor, excluding identifiable Customer Background IP. Customer receives only such licence to supplied work product as expressly agreed in writing; no transfer or broader licence is implied by paying an invoice.

13.3 Customer may use Kew trade marks only if expressly authorised, for the permitted Goods, territories, purposes and term. Customer shall not alter packaging or trade marks without approval, register confusingly similar marks or domains, challenge Kew ownership or remove identifying references. All goodwill from authorised use accrues to Kew to the extent legally effective.

13.4 Each party shall keep the other's confidential information secure and use it only to perform the Contract, disclosing only to personnel, advisers or authorised subcontractors who need to know and are bound by adequate confidentiality safeguards. Exceptions apply to demonstrably public information, independently known information and legally compelled disclosure (with lawful prior notice where practicable). Customer acknowledges that Kew's CMO contacts, negotiated prices, technical reports, manufacturing routes, formulations, commercial terms and introductions are confidential business information. These duties continue for ten years following the later of termination and the last disclosure; trade secrets remain protected for so long as legally protectable.

13.5 Kew may withdraw or restrict any permission to use its marks on written notice where reasonably required to address legal, reputational, quality, distribution or licence risks. Customer shall stop new use immediately or by the stated lawful deadline and promptly remove unauthorised usage from advertisements, websites, domains and materials, subject to agreed lawful sell-off arrangements.

13.6 Customer shall promptly notify Kew of suspected infringement, counterfeiting, conflicting marks, misappropriation of formulations, unauthorised exports and third-party IP claims relating to Goods or Kew-owned rights. Kew shall control enforcement of its own rights and may request reasonable cooperation at its cost, without obliging it to commence proceedings.

13.7 Customer shall not sublicense Kew marks, alter trade dress, register matching or confusingly similar trade marks or domain names, use Kew marks as part of its corporate name, or use confidential product data to obtain a competing source of supply, except as expressly authorised by Kew in writing.

13.8 Confidentiality obligations survive for ten years following the later of last disclosure or termination, save that trade secrets remain protected as long as they retain their legally protectable character. Mandatory disclosures remain lawful and shall, where permitted, be notified to the disclosing party.

14. Customer warranties and indemnities

14.1 The Customer shall indemnify Kew against legally recoverable third-party claims, liabilities, damages and reasonable costs arising from Customer breach, negligent or unlawful conduct, Customer-supplied formulations, instructions or materials, its advertising, packaging, claims, regulatory registrations, product classification, intellectual-property infringement, unlawful distribution or its post-delivery storage and transport failures, except to the extent caused by Kew's own negligence, breach of Contract or other independent fault. Where such a claim also affects a Protected Kew Party, Kew's recoverable loss may include reasonable defence or settlement expenditure which Kew itself has incurred or become legally obliged to bear in respect of that person, to the extent properly attributable to the Customer's conduct, legally recoverable and not already recovered. This clause creates no independent right of payment or indemnity in favour of a Protected Kew Party and does not exclude or limit any liability of Kew to an injured consumer or other third party which cannot lawfully be excluded or limited.

14.2 Customer shall maintain suitable public liability and product liability cover, with minimum limits of £1 million and £5 million respectively per claim or occurrence as appropriate to the applicable policies, or higher limits expressly agreed for a product's risk profile; it shall supply evidence on reasonable request. Cover does not cap liability.

14.3 A party seeking indemnity shall notify material claims reasonably promptly, cooperate, mitigate and not settle in a manner prejudicing the other party without consent, except where urgent safety or legal obligations require action. The indemnifying party may conduct defence where appropriate, subject to the indemnified party's reasonable protection and legal obligations.

14.4 Customer indemnity also covers reasonably recoverable costs of an agreed recall or regulatory enforcement arising from incorrect customer labels, unlicensed end-market distribution, unsafe customer instructions, unauthorised market claims or post-risk-transfer exposure outside prescribed environmental conditions. It shall not cover loss to the extent caused by Kew's own breach or non-excludable responsibility.

14.5 Kew may reasonably require Customer to provide evidence of insurance, relevant territorial cover and material exclusions before shipment of higher-risk Goods. Customer shall notify Kew of cancellation or material reduction in cover; insurance arrangements do not absolve Customer of its contractual obligations.

14.6 Where Kew or an insured party is named in a claim that may expose it to reputational, regulatory or separate legal liability, Kew may retain independent counsel and reasonable participation rights in the defence, even if the Customer provides an indemnity. No settlement may impose an admission, obligation, restriction or loss upon Kew without its prior written approval.

14.7 Third-party product liability and statutory claims. Without limiting clause 14.1, the Customer shall indemnify Kew against legally recoverable third-party claims, liabilities, damages, settlements and reasonable investigation, defence and professional costs arising from the safety, condition, composition, labelling, marketing, distribution or use of Goods, including claims brought under Part I of the Consumer Protection Act 1987, in each case to the extent the relevant claim, loss or liability arises from or is attributable to the Customer's formulations, specifications, designs, instructions, supplied materials, product claims, branding, regulatory responsibilities, distribution activities or other acts or omissions. The indemnity may apply notwithstanding that a third party pursues Kew directly under statutory product-liability provisions, but only to the extent that allocation of financial responsibility between commercial parties is permitted by law. Where the claim also names a Protected Kew Party, Kew may recover qualifying costs which it itself reasonably incurs or becomes legally obliged to pay in protecting that person, subject to the same attribution and legal-recoverability requirements. No Protected Kew Party obtains a separate right to demand an indemnity or payment from the Customer. No indemnity is payable to the extent that the relevant loss is caused by Kew's own negligence, breach of Contract, breach of an independently owed duty or other independent fault, or by equivalent independent fault of a person whose expenses Kew seeks to recover. This indemnity is subject to clauses 14.3 and 14.6, reasonable substantiation, mitigation and no double recovery. Nothing restricts the rights of an injured consumer or other third party, excludes mandatory statutory liability, or relieves any party of its own non-delegable product-safety or regulatory duties. Fines, penalties and other sums are not recoverable to the extent prohibited by applicable law or public policy.

15. Kew liability and legal exclusions

15.1 Nothing in these Conditions excludes or restricts liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, title obligations incapable of exclusion, liability under the Consumer Protection Act 1987 to the extent non-excludable, or any other liability which cannot lawfully be excluded or limited. Customer's properly due payment obligations are not subject to a contractual monetary cap.

15.2 Aggregate financial ceiling. Subject to clauses 15.1 and 15.2C, the other exclusions in these Conditions and applicable law, Kew's total aggregate liability arising under or in connection with any single Order, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation other than fraudulent misrepresentation, restitution or otherwise, shall not exceed: (a) where a claim relates exclusively to an identifiable affected portion of an Order, the net price paid or contractually payable by the Customer to Kew for that affected portion; or (b) in all other cases, the total net price paid or contractually payable by the Customer to Kew for that Order. Under no circumstances shall the total aggregate liability exceed the agreed net price of the relevant Order. For this purpose the net price excludes VAT, duties, freight, insurance and separately charged third-party expenses.

15.2A "Paid or contractually payable" means the agreed contractual price attributable to the relevant Goods or Services, regardless of whether the Customer has already made payment; it does not include unauthorised variations, contingent amounts or the Customer's own costs, expenditure or commitments. The limit is a single aggregate ceiling for all claims connected with the relevant Order, not a separate allowance per event, batch, delivery, alleged defect, claimant or cause of action. Where claims arise across more than one Order, the applicable limit shall be determined separately by reference to each affected Order without treating the combined value of other Orders as a higher limit for any one Order, and subject always to the Customer-wide limit in clause 15.2C.

15.2B Any refund, credit, replacement or other monetary remedy provided by Kew in respect of the affected Order shall be taken into account when calculating the applicable per-Order and Customer-wide aggregate limits to the extent legally permissible, and there shall be no double recovery. Nothing in this clause gives Kew a right to retain an advance payment which must lawfully be repaid for Goods or Services not supplied, nor excludes any non-excludable restitutionary or other liability. The Customer remains obliged to pay sums properly due to Kew, subject to applicable law.

15.2C Additional Customer-wide rolling cap. In addition to, and not in substitution for, the Order-specific limits in clauses 15.2 to 15.2B, and subject to clause 15.1 and applicable law, the combined total aggregate liability of Kew and, to the extent lawfully entitled to rely on this clause under clause 20.3, the Protected Kew Parties to the same Customer arising under or in connection with all Orders governed by these Conditions, in respect of all claims first notified to Kew or a Protected Kew Party during any rolling period of 12

consecutive months, shall not exceed £250,000 (two hundred and fifty thousand pounds) in aggregate. This is a single combined ceiling for that Customer across all affected Orders, not a separate £250,000 allowance per Order, contract, product, batch, event, claimant or cause of action. Each applicable limitation operates concurrently: the lowest applicable cap governs, and the £250,000 limit does not enlarge any lower per-Order or affected-portion cap, render any excluded loss recoverable or restrict a Customer's payment obligations to Kew.

15.2D Operation of the rolling cap. For the purposes of clause 15.2C, a claim is first notified when Kew or a Protected Kew Party first receives written notice from the Customer identifying the alleged breach, relevant defect, loss or circumstances giving rise to the claim, including a written quality complaint identifying the affected Goods, whether or not liability is then admitted, quantified, determined or paid. Claims arising from the same or materially connected acts, omissions, defects or series of circumstances shall be treated as first notified on the earliest such date. Liability attributable to a claim shall count in the rolling period by reference to the date of that first notification, irrespective of the date of payment, settlement or judgment. Refunds, credits, replacements and other monetary remedies shall be taken into account under clause 15.2B without double recovery or double counting. The limit is assessed for every period of 12 consecutive months, not merely each calendar, financial or contract year, and is not reset by any additional Order or renewal. It applies only to claims by the relevant contracting Customer against Kew or, where protected under clause 20.3, a Protected Kew Party, and does not purport to limit non-excludable liabilities or the rights of third parties who are not bound by these Conditions.

15.2E Collective application of limits and no multiple recovery. Subject to clause 15.1, applicable law and the extent to which a Protected Kew Party may lawfully rely on these Conditions under clause 20.3, the Order-specific ceilings in clause 15.2 and the Customer-wide rolling ceiling in clause 15.2C apply to the combined aggregate liability, if any, of Kew and all Protected Kew Parties to the same Customer in respect of the same Order, event, loss or connected series of circumstances. No Protected Kew Party shall have a separate or additional allocation of the relevant cap, and the naming of multiple defendants, pursuit of alternative causes of action or division of a claim shall not multiply any limitation or permit double recovery. Amounts recovered, credited, refunded or otherwise satisfied by any such party in respect of a covered claim shall reduce the balance of the applicable cap to the extent legally permissible. This clause does not bind a person who is not party to these Conditions or extinguish a right or liability that cannot lawfully be restricted.

15.3 Subject to clause 15.1 and applicable law, Kew shall not be liable for lost profits, revenue, anticipated savings, lost contracts, business opportunities, goodwill, reputation, indirect or consequential loss, or liabilities arising from onward sales beyond legally recoverable losses not capable of exclusion. The exclusions are intended to apply separately and do not exclude sums for which limitation is prohibited.

15.4 Any exclusion or limitation is subject to any applicable statutory reasonableness or fairness requirement, including the Unfair Contract Terms Act 1977 where applicable. Kew does not represent that an exclusion overrides mandatory law. Nothing establishes automatic liability merely because Kew agreed to assist with a complaint or voluntary recall.

15.5 Any credit, refund, replacement, investigation, regulatory cooperation, insurance settlement or commercial gesture provided by Kew is not a waiver of the liability exclusions, does not constitute an admission of fault and does not establish an ongoing duty to supply or reformulate.

15.6 Liability limits are independent and severable. Where a term is found unenforceable, the remaining lawful exclusions and contractual conditions continue in effect. Any exclusion of implied quality or fitness terms is only to the extent permitted by law and subject to applicable reasonableness requirements.

15.7 Exclusive contracting entity and no assumption of personal or group liability. The Customer contracts with Kew Health and Beauty Limited alone as the supplier named in the accepted Order. No Protected Kew Party becomes a seller, co-contractor, surety, guarantor or joint debtor merely through common ownership or control, shared premises, personnel or systems, group branding, participation in negotiations or meetings, issuing correspondence, raising or processing invoices, providing technical or administrative assistance, introducing a manufacturer, assisting with a complaint, or performing internal business functions for or on behalf of Kew. Except where a person has independently and expressly undertaken a legally binding obligation or applicable law provides otherwise, the Customer shall seek contractual remedies relating to the Goods or Services solely from Kew and shall not seek to make a Protected Kew Party answerable for Kew's contractual promises. Independent CMOs and other external suppliers are not Protected Kew Parties and obtain no third-party rights under these Conditions merely by performing work for Kew.

15.7A No circumvention through alternative causes of action. To the fullest extent permitted by law, the Customer shall not seek to circumvent the agreed allocation of contractual responsibility, exclusions or limits by advancing against a Protected Kew Party a claim described as negligence, negligent statement, non-fraudulent misrepresentation, restitution, breach of duty or otherwise where its substance is a claim concerning Kew's performance or non-performance of the Contract and no distinct actionable duty or independent undertaking is owed by that Protected Kew Party. Each Protected Kew Party may invoke the exclusions, defences and limitations conferred for its benefit by these Conditions, subject to clause 15.1 and the statutory requirement of reasonableness where applicable. No provision excludes fraud, liability for death or personal injury caused by negligence, another non-excludable liability, or an independently established duty which the law does not permit the parties to restrict.

15.7B Authority and group participation. No employee, director, shareholder or other Protected Kew Party personally guarantees Kew's performance, payment or delivery, or assumes personal responsibility for the Customer's loss, by signing or sending a routine commercial document, discussing a project, communicating an estimate, assisting with an Order or taking part in quality or regulatory work in that person's representative capacity. An express, independently enforceable personal guarantee or separate contractual undertaking must be clearly identified as such and validly made by the relevant person; none may be inferred solely from ordinary operational involvement. The inclusion of these protections does not reduce Kew's own

non-excludable contractual, statutory or regulatory responsibilities.

15.8 Excluded commercial and reputational losses. Subject always to clause 15.1 and applicable law, Kew shall have no liability, whether arising in contract, tort (including negligence), misrepresentation other than fraud, indemnity, restitution or otherwise, for any loss of actual or anticipated profit, contribution, turnover, revenue, sales, margin, business, customers, market share, goodwill, trade mark or brand value, brand reputation, corporate reputation, publicity, anticipated savings, opportunity, contracts, distributor relationships or retail placements. These exclusions apply whether the loss is alleged to be direct, indirect, consequential, foreseeable, contemplated, reasonably anticipated, special, incidental or arising from a third-party claim, and whether arising from delay, shortage, non-delivery, non-performance, cancellation, quality concern, investigation or any other event connected with the Contract. Each excluded category is separate, independent and severable.

15.9 Advertising, media, listings and launch expenditure. Subject to clause 15.1 and applicable law, Kew shall not be liable to reimburse, refund, contribute towards or indemnify the Customer for any advertising, media buying, online or offline campaign, agency, marketing, promotion, public relations, creative, production, retailer listing or slotting fee, shelf-space payment, retailer or distributor penalty, launch fee, sponsorship, exhibition, influencer expenditure, booked placement, promotional commitment, lost deposit, forfeited prepayment, cancellation fee, wasted expenditure or financial commitment made by the Customer or anyone in its distribution chain, including any amount irrecoverable or forfeited owing to a delay, postponed or failed launch, reduced supply, changed delivery date, regulatory or quality hold, CMO interruption, shortage, rejection or non-delivery, however that delay or event arises and irrespective of whether Kew was notified of, knew about or could foresee the expenditure. The Customer shall make its own contingency arrangements, insure against such exposures where appropriate and shall not commit Kew to liability by notifying a planned launch or retail commitment. This exclusion applies irrespective of whether the claim is characterised as direct loss, reliance loss, wasted expenditure, loss of bargain, consequential loss, reimbursement, contribution or damages, but does not exclude liability which cannot lawfully be excluded.

15.10 No assumption of customer third-party liability. Any delivery forecast, critical path, production plan, test schedule, commercial discussion, attendance at a launch meeting, receipt of advertising plans or acknowledgement of retailer deadlines shall not amount to a representation or acceptance by Kew that the Customer may safely incur launch expenditure or bind Kew to a retailer, advertiser, distributor or other third party. Kew has no duty to review, warn against or mitigate the Customer's proposed commitments except to the extent required by applicable law or a specific written obligation accepted by Kew. The exclusions in clauses 15.3, 15.8 and 15.9 operate independently of and in addition to the financial cap in clause 15.2.

16. Non-solicitation and non-circumvention

16.1 During the Contract and for 12 months from the date of delivery or supply of the last Order fulfilled for the Customer, the Customer shall not, directly or indirectly through any affiliate, agent, employee, intermediary or procurement platform, solicit, approach, negotiate with, instruct or contract with a Protected Manufacturing Partner to obtain the same or materially similar manufacture, development, formulation, testing, filling, packing, printing or related services for a Product or project on which Kew worked, where doing so bypasses Kew's legitimate intermediary relationship. "Protected Manufacturing Partner" means a CMO or supplier first introduced to or materially identified for Customer by Kew, or with whom Customer obtained material direct access or non-public commercial knowledge specifically through Kew's performance. A mere independently known industry name is insufficient. The restriction does not extend to a demonstrably existing independent relationship, general untargeted procurement unrelated to Kew's introductions, legally compelled dealings or work Kew expressly releases in writing. Customer acknowledges that introductions, negotiated access and non-public supply-chain relationships are legitimate interests requiring protection. This covenant is limited to the foregoing products, related work and identified partners, rather than a general restriction on competition.

16.2 During active performance and for 12 months after completion of the last Order, Customer shall not directly or indirectly target or actively solicit for employment or engagement a Kew employee or senior contractor with whom it had material dealings in connection with an Order, where that solicitation would interfere with Kew's workforce relationships. General, non-targeted advertisements, genuinely unsolicited approaches and pre-existing independently evidenced recruitment discussions are excluded. This restriction is independent of clause 16.1 and extends only so far as reasonable to protect Kew's legitimate interests.

16.3 The protected supplier relationships include CMOs, independent laboratories, specialist formulators, packaging suppliers, logistics providers and other suppliers materially introduced through Kew, and restrictions cover solicitation through affiliates or intermediaries where undertaken to circumvent an otherwise lawful restriction. The restriction shall not cover pre-existing independently documented supplier relationships.

17. Termination, suspension and consequences

17.1 Kew may suspend supply immediately on overdue payment, loss of required regulatory authorisations, safety or sanctions concerns, serious credit deterioration or a material Customer default, subject to applicable law. Either party may terminate on material breach not remedied within 28 calendar days after written notice where capable of remedy, or on relevant insolvency, cessation of business or unlawful performance where termination is legally available.

17.2 On expiry, suspension or termination the Customer shall pay all due invoices, accrued charges, completed work, reasonable unavoidable work-in-progress and material commitments, and recoverable termination costs, subject to clause 5 and applicable law; return or safeguard unpaid Goods and Kew property; and cooperate in orderly transfer or preservation of relevant records and lawful stock.

17.3 Termination does not affect accrued rights or provisions intended to survive, including payment, title, Customer indemnities, confidentiality, intellectual property, complaint evidence, legal remedies and limitations of liability.

17.4 Kew may, on reasonable grounds, suspend performance pending resolution of an unresolved Customer quality, regulatory, instruction, payment or safety impediment where continued performance would create disproportionate regulatory or third-party exposure, without thereby accepting an obligation to pay a CMO's resulting charges.

17.5 Kew may terminate or vary affected unperformed work if the CMO ceases trading, loses necessary authorisation, refuses necessary work or cannot obtain required inputs on commercially reasonable terms, provided Kew gives reasonable notice where practicable and accounts for payments and third-party commitments under clauses 3–5.

17.6 On termination, Customer shall stop using Kew-owned IP, marks and confidential supplier information except to meet accrued lawful sell-off or regulatory duties. Kew may require return of unpaid goods, samples, reports or confidential materials where legally entitled.

17.7 Sanctions and payment-chain impediments. If Kew reasonably determines that performance, the parties, the intended consignee, a beneficial owner or controller, the bank or payment route, or the destination would involve a prohibited transaction or a material sanctions, export-control or anti-money-laundering risk, Kew may immediately suspend the affected Order pending checks, legal advice, evidence or official authorisation. Where performance is prohibited, a required licence is refused or unavailable, or the impediment cannot reasonably be resolved, Kew may terminate the affected unperformed obligations by notice to the extent lawful. Such lawful suspension or termination does not of itself entitle the Customer to damages for non-delivery, delay or the excluded commercial expenditure described in section 15. Kew retains its separate mandatory duties and liabilities for its own unlawful acts or omissions; no term permits prohibited dealings, disposal of frozen assets or retention of funds in defiance of Applicable Law.

17.8 Prospective Termination of Ongoing or Uncommitted Supply. Where the parties have a rolling, continuing or indefinite supply relationship and no separately signed agreement fixes its duration or termination rights, Kew may terminate the ongoing arrangement for future, unaccepted Orders by giving at least 30 calendar days' written notice, or a longer period required by Applicable Law or an expressly binding agreement. Such notice does not, by itself, cancel any accepted Order or release Kew from an unconditional commitment already validly made; each accepted Order remains subject to its own lawful termination, performance and accounting provisions. Kew is not obliged to accept additional Orders, renew forecasts or preserve future CMO capacity after the notice period. Accrued payment obligations, properly committed costs, mandatory regulatory duties and existing remedies are preserved; no advance payment may be retained where it must lawfully be repaid.

18. Force majeure

18.1 Force Majeure Event and scope. Subject to clause 15.1 and Applicable Law, neither party shall be liable for a failure or delay in performing an affected obligation (other than an amount already due for payment) to the extent actually caused by circumstances beyond its reasonable control which it could not reasonably prevent or overcome by precautions and steps appropriate to the circumstances (a "Force Majeure Event"). Such circumstances may include war, armed conflict, invasion, hostilities, acts of terrorism, civil unrest, insurrection, sanctions or trade restrictions, embargoes, border closures, export or import prohibitions, governmental restrictions or orders; epidemic, pandemic, public-health emergency, quarantine, serious disease outbreak or legally imposed public-health measures; flood, fire, storm, earthquake, extreme weather or natural disaster; strikes, industrial action, lockouts or labour unrest beyond the reasonable control of the affected party; cyberattack, ransomware, malicious intrusion, serious information-technology or telecommunications outage, payment-network failure or material disruption to essential systems despite appropriate reasonable safeguards; interruption of electricity, gas, water, fuel or other utilities; and closure, congestion or disruption of transport routes, ports, customs, warehouses, carriers or critical logistics infrastructure. A Force Majeure Event may affect Kew directly or arise at a CMO, subcontractor, raw-material producer, packager, testing laboratory or other essential upstream supplier, provided the event has the required causal effect on performance and is beyond Kew's reasonable control. Mere loss of profitability, an ordinary foreseeable price increase, avoidable resource shortages, inadequate planning, preventable cyber failure or inability to pay shall not, without more, amount to a Force Majeure Event.

18.2 Notice, mitigation and immediate operational relief. The affected party shall notify the other as soon as reasonably practicable after becoming aware of a material Force Majeure Event, describing its anticipated effect so far as then known, shall provide proportionate updates and take commercially reasonable steps to mitigate its impact. Late notice shall not automatically extinguish relief, but relief shall be reduced to the extent the other party demonstrates actual prejudice caused by an unreasonable failure to notify. While the event affects performance, the affected obligations are suspended to the extent prevented, hindered or delayed; Kew may adjust production sequences, revise indicative dates, make partial deliveries, and reasonably allocate limited stocks, capacity or available materials. Neither party shall be required to breach the law or mandatory product-quality controls as a supposed means of mitigation.

18.3 CMO and upstream consequences. Kew shall not, merely because it is the contracting intermediary, be taken to have guaranteed uninterrupted performance by any independent CMO, manufacturer, transporter, testing laboratory, bank, critical technology provider or upstream supplier during an event falling within this section. Kew is not obliged to purchase at materially increased prices, pay premium freight, fund new tooling or validation, procure substitute manufacture, commission expedited testing, transfer technical data to an unapproved supplier, breach regulatory requirements or absorb additional third-party charges unless it has expressly accepted that obligation in a binding written commitment. The separate price-revision and scarcity provisions in section 3 continue to apply.

18.4 Time extensions and restoration of operations. The affected timetable shall be extended by a reasonable period reflecting not only the event's duration but also its direct operational consequences, including rebooking of CMO capacity, supplier lead times, restoration of utilities or IT systems, replacement of materials, quality assessment, retesting, requalification, rescheduling and any mandatory regulatory steps necessary before work can lawfully resume. An earlier indicative date or production reservation is not automatically reinstated when the immediate event ends. Kew shall provide a revised estimate when reasonably

practicable. Nothing in this clause removes a firm undertaking expressly accepted by Kew except to the extent the Contract and Applicable Law permit.

18.5 Prolonged disruption and termination. If a Force Majeure Event materially prevents performance of the affected Order for 90 consecutive days, either party may terminate the substantially unperformed affected portion by written notice, unless a different period is expressly agreed. Termination shall not extinguish accrued payment rights, charges for work already performed, or lawfully recoverable committed and non-cancellable materials or services properly allocated under sections 3 and 5; equally it shall not permit retention of any advance payment that must lawfully be repaid. Neither party shall owe the other the excluded commercial or launch-related losses referred to in section 15 merely because of a properly invoked Force Majeure Event, subject to applicable law.

18.6 Interaction with pricing and sanctions. A shortage, allocation, sudden cost escalation or currency shock may engage section 3 even where it does not satisfy this section's force majeure test. A sanctions-related restriction or potential designation shall additionally be governed by clauses 2.5, 17.7 and 19.4 to 19.8. Kew need not continue performance while doing so is unlawful, would involve a prohibited dealing or a required authorisation remains unavailable. This section does not excuse an antecedent breach or an obligation Kew could reasonably have performed notwithstanding the event.

19. Data protection and compliance

19.1 Each party shall comply with applicable UK data protection law. Where Kew acts as a processor of personal data on behalf of Customer, the parties shall enter into an appropriate data-processing agreement containing mandatory Article 28 UK GDPR terms before such processing; these Conditions alone are not intended to substitute for all required processor details.

19.2 Customer warrants that it has lawful authority to share personal data and other information necessary for the Order. Each party shall adopt appropriate confidentiality, security, retention and breach-response measures and cooperate as legally required.

19.3 Customer shall comply, and procure compliance by its personnel and agents involved in an Order, with the Bribery Act 2010, applicable anti-money-laundering and fraud laws, trade sanctions, export controls, modern slavery, competition and tax-evasion prevention laws. Customer shall not offer, promise, request, accept or facilitate any bribe, kickback, secret commission, improper gift or other advantage in relation to Kew, a CMO, public official, product approval, tender or purchase. Customer shall maintain proportionate internal controls, due diligence, accurate records and personnel instructions suited to its risk, immediately notify Kew of suspected material misconduct, assist lawful investigations and not retaliate against lawful reports. Material breach entitles Kew to suspend or terminate affected supply where lawful and claim legally recoverable losses. These obligations are fully contained in these Conditions; no separate Kew anti-bribery policy is incorporated.

19.4 Customer sanctions and trade-control warranties. The Customer represents on each Order acceptance and throughout performance that, to the best of its knowledge after reasonable due diligence, neither it nor any person who directly or indirectly owns or controls it, any intended consignee, end-user, purchasing intermediary or relevant payment-channel participant is subject to sanctions or trade controls that would prohibit or materially restrict Kew's performance, and that the Goods and Services will not be diverted to a prohibited territory, recipient or end-use. The Customer shall obtain and maintain all required import, export, product, distribution and regulatory licences, conduct appropriate downstream and beneficial-ownership checks, promptly disclose any change in ownership, control, bank, route, destination or sanctions status, and supply accurate documentary evidence reasonably requested by Kew. No warranty by the Customer displaces Kew's own statutory screening and compliance obligations.

19.5 Where Customer or its representatives provide information to regulators, customers or the public concerning Kew, CMOs, formulation, product test results or regulatory status, they shall ensure that information is accurate, not misleading and appropriately authorised. Nothing restricts legally mandated safety communications or protected disclosures.

19.6 Right to refuse, suspend and investigate sanctions concerns. Without being obliged to await a formal designation of the Customer itself, Kew may reasonably withhold acceptance, suspend procurement, manufacture, shipment, release, access to Goods, processing of payments or refunds, or other affected performance while it investigates a credible concern that a transaction is restricted, prohibited, licensable or likely to expose Kew, its personnel, banks or CMOs to a sanctions or export-control breach. This includes a change in the Customer's direct or indirect ownership or control, a designated beneficial owner, blocked bank, restricted insurer or carrier, or a prohibited destination or end-user. Kew may require proportionate information and take legal or regulatory advice and shall not be required to circumvent, conceal or restructure a prohibited transaction. If a particular action is permitted only by licence, Kew is not obliged to apply for or rely on that licence unless it expressly agrees in writing.

19.7 Allocation of customer-caused sanctions costs. Subject to Applicable Law, the Customer shall reimburse Kew for reasonable, documented, legally recoverable losses, third-party liabilities and expenses directly arising from the Customer's inaccurate sanctions or end-use representations, failure to disclose a material change, prohibited diversion or other Customer breach of this section, including otherwise unavoidable costs of suspending, segregating, storing, returning, recalling or lawfully disposing of materials or Goods and non-cancellable commitments with CMOs. This obligation does not require a prohibited payment, indemnification for Kew's own unlawful conduct or a transfer of funds or economic resources that must be frozen. Any Customer payment or refund held, frozen or blocked by Applicable Law shall be handled only as that law, an applicable exception or a competent authority's licence permits; the Contract does not itself authorise forfeiture or confiscation.

19.8 Continuing compliance and mandatory reporting. The parties shall comply with applicable UK and other sanctions, trade and export controls to the extent legally applicable to their conduct. Kew may undertake screening, make notifications or reports, freeze or block assets and preserve records where required by law or competent authority. In

particular, the Customer acknowledges that an entity may be restricted by reason of a designated person's ownership or control even if the entity is not itself listed by name. Kew shall incur no contractual liability merely for a lawful and reasonably undertaken compliance hold or the lawful refusal to carry out a prohibited transaction, subject to clause 15.1 and statutory rights that cannot lawfully be excluded. Nothing requires Kew to deliver Goods, supply Services or return funds in circumstances where doing so would breach mandatory sanctions or export-control law.

20. General and dispute resolution

20.1 Notices of termination, formal default or legal claims must be in writing and may be sent by hand, pre-paid first-class post, recognised next-Business-Day delivery service or email to the receiving party's last notified business address, its expressly designated contractual notice email address or, where no such email address has been designated, an email address regularly used by that party for correspondence concerning the relevant Contract, provided receipt can reasonably be established. Service of court proceedings is governed separately by applicable procedural law.

20.2 Kew may subcontract performance to suitable manufacturers, packers, laboratories, logistics providers and advisers and remains responsible for its own contractual obligations and mandatory duties. Customer may not assign or transfer the Contract without Kew’s prior written consent; Kew may transfer to a Group Company or successor on reasonable notice, subject to applicable law.

20.3 General provisions and limited defensive third-party rights. Neither delay nor failure to enforce is a waiver; rights and remedies are cumulative, subject to no double recovery. If a provision is invalid, the remainder survives and any permissible severance applies. These Conditions create no partnership, employment relationship or agency. Each Protected Kew Party is identified by class or description and may, solely when defending or responding to a claim made against it by the Customer arising from or connected with a Contract, invoke and rely on the exclusions, defences, non-assumption-of-liability provisions and limitations in clauses 15.2 to 15.10 (including clauses 15.2A to 15.2E and 15.7A to 15.7B), and on this clause, to the extent expressly applicable to that person and legally enforceable under section 1(6) of the Contracts (Rights of Third Parties) Act 1999. Such rights are protective only. No Protected Kew Party has an independent contractual right under these Conditions to demand payment, compensation, damages, costs or indemnification from the Customer, including under clauses 14.1 or 14.7; those indemnities are enforceable by Kew alone. These rights do not make a Protected Kew Party a contracting party, impose an obligation or duty on it, or amount to its assumption of responsibility to the Customer. Kew and the Customer may amend, waive, terminate, vary or rescind the Contract without any Protected Kew Party's consent as expressly agreed pursuant to section 2(3) of that Act, to the extent permitted by law. Except for the limited defensive rights expressly conferred by this clause, no third party may enforce these Conditions under that Act. No CMO, external supplier or independent service provider gains any right under this clause.

20.4 Entire Agreement and External Materials. Subject to clauses 2.3 and 2.8, the Contract constitutes the entire agreement between Kew and the Customer in relation to the relevant Order and supersedes all previous discussions, negotiations, proposals, understandings and arrangements concerning its subject matter, except where expressly incorporated into the Contract.

No information, statement, representation, illustration, description, advertisement or other material appearing on Kew's website, any Group Company website, social media, catalogues, brochures, promotional literature, presentations, general marketing communications or other published material shall constitute an additional contractual term, warranty, guarantee, undertaking or commitment unless expressly incorporated into the Contract or otherwise forming part of the legally agreed description or Specification of the Goods.

The Customer acknowledges that such materials are provided for general informational or promotional purposes and that the contractual rights and obligations of the parties are determined by the Contract. Any terms of use applicable to Kew's website shall govern use of that website only and shall not be incorporated into a Contract for the supply of Goods or Services merely because the Customer has accessed the website.

Nothing in this clause shall exclude or restrict liability for fraud or fraudulent misrepresentation, any obligation to supply Goods conforming to their agreed description or Specification, or any other liability or statutory obligation which cannot lawfully be excluded or restricted. Any variation of the Contract shall be governed by clause 2.4.

20.5(a) Governing Language, Law and Jurisdiction. English shall be the governing language of the Contract. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with the Contract.

20.5(b) Kew's Overseas Enforcement Rights. Notwithstanding clause 20.5(a), Kew shall be entitled, at its sole discretion and to the extent permitted by applicable law, to commence proceedings in any jurisdiction for the recognition, registration, enforcement or execution of any judgment or order obtained from the courts of England and Wales, or to seek interim, conservatory or other protective relief where reasonably necessary to protect its rights, property or interests.

20.5(c) Restriction on Customer's Overseas Enforcement Rights. The Customer shall not commence proceedings outside England and Wales for the recognition, registration, enforcement or execution of any judgment or order arising out of or in connection with the Contract without Kew's prior written consent, except to the extent that such restriction is prohibited by applicable law or would prevent the exercise of rights which cannot lawfully be excluded or restricted.

20.5(d) Independence and Severability. Each provision of this clause 20.5 constitutes a separate and independent contractual provision. If clause 20.5(c), or any part of it, is determined to be invalid, unlawful or unenforceable in any jurisdiction, that provision or part shall, to the extent legally permissible, be severed without affecting the validity or enforceability of clauses 20.5(a) and 20.5(b), which shall remain in full force and effect. Nothing in this clause shall prevent either party from defending proceedings brought against it or restrict any mandatory right or remedy which cannot lawfully be excluded.

20.6 Customer may not require Kew to exhaust mediation, internal escalation or another non-mandatory pre-action route before recovering undisputed debt, seeking urgent protective relief, suspending unlawful supply or protecting confidential information or intellectual property, unless Kew has expressly agreed otherwise.

20.7 These Conditions are intended for business customers, including sole traders, ordinary partnerships, unincorporated associations and individuals contracting wholly or mainly for purposes relating to their trade, business, craft or profession, as described in clause 2.13. A Customer's declaration of business purpose is relevant evidence of the intended capacity of the transaction but does not conclusively determine any status conferred by mandatory law. Nothing in these Conditions excludes or restricts mandatory consumer rights where the Customer is legally a consumer, or displaces any statutory rule concerning proof of business or consumer status.

20.8 The obligations relating to free-issued materials, supplier conduct, anti-bribery, sanctions, regulatory cooperation and document provision are contained in these Conditions. No separate Customer Free-Issue Policy, code of ethics or anti-bribery policy is incorporated merely by reference or assumed to exist. A later policy applies only if expressly agreed under clause 2.4.