

**THIS IS THE SCHEDULE IN 2 PARTS TO THE FOREGOING CONDITIONS BETWEEN IHM AND THE CUSTOMER**

**SCHEDULE 1**

**TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS**

**1. GENERAL**

**1.1** These terms and conditions shall apply to the supply of the Goods by IHM to the Customer under the Contract. Certain provisions of these terms and conditions may only apply to the Full Service Provision or the Procurement Only Provision, all as defined in the Order Form.

**1.2** The capitalised terms used in these terms and conditions are defined in the Conditions which form part of the Contract between the Customer and IHM.

**2. ORDERS**

**2.1** For the Fully Managed Service, the Customer's orders are produced automatically on the Portal based on the Customer's agreed Menus and uptake numbers.

**2.2** For the Procurement Only Provision, all orders for Goods shall be placed by the Customer via the Portal. Each order shall:

- a) specify the type and quantity of Goods ordered; and
- b) specify the proposed delivery dates for each of the Goods.

**2.3** Each order shall be deemed to be a separate offer by the Customer to purchase Goods on the terms of the Contract, which IHM shall be free to accept or decline at its absolute discretion.

**2.4** The Customer may only amend or cancel an order through the Portal or with the prior written consent of IHM.

**3. QUALITY AND PACKAGING**

**3.1** The Customer acknowledges that IHM's suppliers pack the Goods. IHM shall provide the Goods to the Customer packaged as received by IHM from its suppliers.

**3.2** The Goods supplied to the Customer under the Contract shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by IHM.

**3.3** The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

**3.4** Subject to clause 13.1 of the Contract, the Food Information Conditions shall apply to all Goods supplied by or on behalf of IHM.

**4. DELIVERY**

**4.1** IHM shall deliver (or shall procure that its suppliers shall deliver) the Goods to the Store Room in accordance with the Delivery Timetable.

**4.2** Delivery is completed when IHM places the Goods at the Customer's disposal in the Store Room.

**4.3** The Customer shall collect the Goods delivered from the Store Room after IHM notifying the Customer that the Goods are ready for collection, in the following manner:

- a) in relation to Fully Managed Service, the Customer shall only collect the Goods which are meant for consumption on a specific day in accordance with the Menu and where it removes any excess or additional Goods it shall immediately notify IHM by inputting the relevant information in the Portal; and
- b) in relation to Procurement Only Provision, the Customer may collect all delivered Goods as and when they are delivered to the Store Room.

**4.4** In relation to Fully Managed Service, the Store Room may include goods other than Goods which have been delivered for consumption on that day. The Customer shall only collect such quantities of Goods from the Store Room as are specifically required for the Menus during a relevant day in accordance with the Menu and it shall not collect any Goods over and above the requirements for each relevant day (as ordered by the Customer).

**4.5** IHM or its suppliers may deliver Goods by instalments, which may be invoiced and paid for separately. Where Goods are to be delivered by instalments, they may be invoiced and paid for separately. References in this agreement to orders shall, where applicable, be read as references to instalments.

**4.6** Delays in the delivery of any Goods shall not entitle the Customer to:

- a) refuse to take delivery of the Goods; or
- b) claim damages; or
- c) terminate this agreement, subject always to clauses 14.3(b) and 15 of the Conditions.

**4.7** Where the Customer fails to provide appropriate access to the Store Room for the delivery of the Goods, then:

- a) the delivery for the Goods shall be deemed to have been completed at 9.00 am on the date IHM or its suppliers attempted to make such delivery; and
- b) IHM may, at its discretion, charge the relevant Fees for any such Goods in accordance with the Contract.

**4.8** The Customer may reject any Goods delivered that do not comply with paragraph 3.2, provided that notice of rejection is given to IHM within 12 hours of the Goods being delivered by IHM. If the Customer fails to give notice of rejection in accordance with this paragraph, it shall be deemed to have accepted these Goods.

**4.9** IHM shall not be liable for the Goods' failure to comply with paragraph 3.2 in any of the following events:

- a) the Customer makes any further use of those Goods after giving notice in accordance with paragraph 4.8; or

- b) the defect arises because the Customer fails or failed to follow IHM's oral or written instructions for the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same; or
- c) the defect arises as a result of IHM following any specification supplied by the Customer; or
- d) the Customer alters the Goods without the written consent of IHM; or
- e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- f) the Goods differ from their description as a result of changes to ensure they comply with applicable statutory or regulatory requirements.

**4.10** If the Customer rejects the Goods under paragraph 4.8, then IHM may, at its sole discretion and subject to paragraph 4.9 above and any dispute by IHM :

- a) replace the rejected Goods; or
- b) refund the price of the rejected Goods in full

and IHM shall have no further liability to the Customer for the rejected Goods.

**4.11** The terms and conditions shall apply to any replacement Goods supplied by IHM.

## **5. TITLE AND RISK**

**5.1** Risk in Goods shall pass to the Customer on delivery including delivery *inter alia* to the Store Room.

**5.2** Title to the Goods shall only pass to the Customer:

- a) in the case of the Fully Managed Service, once removed by the Customer from the Store Room in terms of paragraph 4.3a); and
- b) in the case of Procurement Only Provision, on the delivery to the Store Room where delivered by or on behalf of IHM or upon collection where collected by or on behalf of the Customer.

**5.3** Until title to Goods has passed to the Customer, the Customer shall:

- a) store those Goods separately from all other goods held by the Customer so that they remain readily identifiable as IHM's property;
- b) not remove, deface or obscure any identifying mark or packaging on or relating to those Goods; and
- c) maintain those Goods in good condition and keep them insured on IHM's behalf for their full price against all risks with an insurer that is acceptable to IHM such acceptance to be in advance in writing.

**5.4** If before title to Goods passes to the Customer the Customer becomes subject to any of the events listed in clauses 14.3(c) to 14.3(j) of the Conditions, then, without limiting any other right

or remedy IHM may have, IHM may at any time:

- a) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
- b) if the Customer fails to do so immediately, enter any premises of the Customer or of any third party where the relevant Goods are stored to recover such Goods.

**5.5** Any Equipment shall remain the property of IHM and/or its suppliers and the Customer shall make such Equipment available for collection at such times as IHM may reasonably request.

## **6. STOCK TAKE**

**6.1** This sub-paragraph 6 shall apply to Fully Managed Service only.

**6.2** The Customer shall permit IHM to carry out a stock take in order to establish the stock levels in the Store Room, and this stock take shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business.

**6.3** If any stock take reveals that the Customer has taken more Goods than ordered for each specific day, IHM shall be allowed to render an invoice immediately due and payable for any such excess Goods taken in accordance with the Conditions.

**6.4** Such excess Goods taken shall be charged as Line Priced Items.