

Updated 14 July 2024

## STANDARD CONDITIONS OF SALE

These Conditions apply to the sale of Products by CCEP except to the extent varied or excluded by written agreement. These Conditions may be supplemented by other additional agreements or terms relating to our trading relationship with you. CCEP does not agree to contract on any terms and conditions which may appear, or be referred to, on any purchase orders, invoices, forms or other documents or communications (whether printed or electronic) or internet site purporting to amend, vary, supersede or replace these Conditions and any such terms and conditions shall not apply unless accepted in writing by CCEP. Delivery personnel and other agents acting for CCEP have no authority to agree additional terms or the amendment, variation, supersession or replacement of these Conditions.

### 1. Definitions

- a) **"CCEP"** means Coca-Cola Europacific Partners Great Britain Limited (incorporated in England and Wales with registered number 27173) of Pemberton House, Bakers Road, Uxbridge, Middlesex, UB8 1EZ.
- b) **"Data Protection Laws"** means all data protection laws relating to the use, protection and privacy of personal data in force from time to time in the Territory including the General Data Protection Regulation (EU) 2016/679 as it applied to England and Wales until 31 December 2020, the Privacy and Electronic Communications Regulations 2003, the Data Protection Act 2018 and the UK General Data Protection Regulation brought into force by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (including, where applicable, the guidance and codes of practice issued by any competent authority). The terms 'controller', 'data subject', 'personal data', 'processing' and 'processor' have the meaning given to them in the Data Protection Laws.
- c) **"Delivery"** has the meaning given in Condition 4(a).
- d) **"Financial Event"** means you take or have taken against you (other than in relation to a solvent restructuring) any step or action towards entering bankruptcy, administration, provisional liquidation or any composition or arrangement with your creditors, applying to court for or obtaining a moratorium under Part 1A of the Insolvency Act 1986, being wound up (whether voluntarily or by court order), being struck off the register of companies, having a receiver appointed to any of your assets, or entering a procedure in any jurisdiction with a similar effect to a procedure listed in this definition.
- e) **"GSCOP"** means the Grocery Supply Code of Practice issued under The Groceries (Supply Chain Practices) Market Investigation Order 2009 or any revision or successor code of practice thereof from time to time.
- f) **"HMRC"** means Her Majesty's Revenue and Customs.
- g) **"Pallet"** means a re-useable pallet or other delivery unit or container on or in which Products are supplied such as a wooden pallet, plastic merchandiser unit and beverage tray.
- h) **"Products"** means the beverages or other products manufactured, sold, supplied or distributed by CCEP or by a distributor on behalf of CCEP including the bottle, can or other non-returnable packaging in which they are supplied that have been purchased directly from CCEP.
- i) **"Material"** means promotional or other marketing material promoting the Products, made available to you by CCEP, such as style integration material, point of sale material, ambient racks, parasols etc..
- j) **"Purchase Price"** means the price of the Products quoted to you by CCEP which excludes VAT and other taxes payable.
- k) **"Territory"** means Great Britain, which includes England, Scotland, Wales, the Isle of Man, the Bailiwick of Guernsey and the Bailiwick of Jersey.
- l) **"Total Invoice Price"** means the Purchase Price, associated VAT and any other applicable taxes, duties and levies owed.
- m) **"You" and "your"** means the individual, firm or company placing an order to buy Products from CCEP.
- n) The headings to the Conditions do not affect the meanings of the Conditions.

### 2. Prices

- a) CCEP reserves the right to change the Purchase Price and/or Total Invoice Price before the date of Delivery to take account of any change (which for the avoidance of doubt includes but is not limited to raw material, production and distribution costs as well as taxes, customs and levies) in the cost to CCEP of supplying the Products to you. CCEP will notify you as soon as is reasonably practicable of any change in the Purchase Price. Notwithstanding anything else in these Conditions to the contrary, CCEP reserves the right to increase the Total Invoice Price of CCEP Products if there is an introduction of or change to any levy or tax which affects Products and/or a deposit return scheme is introduced to any part of the United Kingdom.
- b) VAT and other applicable taxes and duties must be paid at the same time as the Purchase Price.
- c) Unless otherwise specified, the Purchase Price excludes delivery of Products to locations in the Territory.

### 3. Orders

- a) CCEP does not operate a 'sale or return' policy. If you order Products and they are Delivered you must pay for them. You are liable for any orders placed by your staff at any outlet that you operate or control.
- b) Every order must be for at least CCEP's standard minimum order quantity or such other minimum order quantity that is agreed between you and CCEP.
- c) From time to time CCEP may discontinue Products or alter the ingredients, preparation, packaging or presentation of Products. Nothing in these Conditions shall oblige CCEP to supply the Products to you in any particular package, design or form other than those which are from time to time available and in general circulation.

### 4. Delivery

- a) Delivery of the Products will occur when (i) the Products are delivered to your premises, or to the premises of your specified receiving agent or shipping agent at an address on the mainland of England, Scotland or Wales; or (ii) you or your agent collect the Products from CCEP.
- b) If you give instructions for the Products to be delivered to a third party distributor ("your Agent"), CCEP can, at your election, invoice for the Products either (i) you directly at the prices agreed between you and CCEP; or (ii) your Agent, at the prices agreed between CCEP and your Agent who will then invoice you at prices agreed between you and your Agent, and all CCEP's delivery obligations to you will be satisfied on delivery to your Agent. You acknowledge that CCEP shall have no involvement in agreeing any delivery terms between you and your Agent nor in setting any delivery charges or other terms as to the price that your Agent may charge you. For the avoidance of doubt, where CCEP makes a delivery to your Agent in accordance with this condition it will amount to a delivery to you for the purposes of making Delivery.
- c) CCEP will make reasonable efforts to make Delivery on time and in full. However CCEP will not be liable to you for any loss or damage resulting from a delay in Delivery or short order.
- d) If CCEP makes Delivery of your order of Products by instalment, each instalment will be the subject of a separate contract and you will receive an invoice for each Delivery.
- e) You must check all Products at the time of Delivery. You must sign CCEP's proof of delivery document, annotated where required, and return it to CCEP's delivery agent at the time of Delivery to enable CCEP to address delivery queries. If you reject any Products at the time of Delivery full details identifying which Products have been rejected and the reason(s) for rejection must be set out clearly on CCEP's proof of delivery document.
- f) CCEP's aim is that at the date of Delivery there is a minimum of 75% or 6 months (whichever is less) of the shelf life of the Products remaining from the "Best Before" date displayed on the Products. This proportion of shelf life remaining may be reduced for less durable Products and/or for residual stocks of Products as agreed between the parties. Please note that it is your responsibility at all times to ensure that your stocks of Products are properly rotated and sold.

### 5. Payment

- a) CCEP will provide written confirmation of whether or not it will be able to offer you credit terms.
- b) If no credit terms are agreed in writing, you must pay CCEP the full Total Invoice Purchase Price in British pound sterling and in cleared funds without any set-off, counterclaim, deduction or withholding of any kind no later than the Delivery Date.
- c) If credit terms are agreed in writing, you must pay CCEP the full Total Invoice Purchase Price in British pounds sterling and in cleared funds without any set-off, counterclaim, deduction or withholding of any kind within 28 days of the date of the invoice.
- d) Any credit terms allowed or offered to you may be changed or withdrawn by CCEP at any time, if CCEP reasonably considers that your creditworthiness has deteriorated before Delivery. In particular CCEP may require full or partial payment of the Total Invoice Price, or another form of security acceptable to CCEP, before making delivery of Products to you. Should there be a genuine dispute in relation to a CCEP invoice:
  - i) You must raise it in writing to CCEP within 7 days of the date of the relevant invoice;
  - ii) You may temporarily set-off only the part of the invoice that is in dispute until such time as the dispute is resolved with the remainder of the invoice being paid in accordance with Condition 5(c).
  - iii) Should the dispute be resolved in CCEP's favour, You shall pay to CCEP the outstanding amount immediately.
  - iv) if the dispute has not been resolved within 21 days the sum will become due and payable immediately (subject to either party's right to refer a dispute to the courts pursuant to Condition 15(k)).
- e) Failure to comply with the payment terms set out in this Condition 5 may result in:
  - i) further deliveries of the Products and provision of the services being deferred or cancelled;

- ii) you being charged interest on any money owed to CCEP and remaining unpaid after the date payment was due. Interest will be calculated at 4% over the Bank of England base rate for the time being in force and will be calculated on a daily basis and compounded monthly;
- iii) you being charged a reasonable administration charge together with all CCEP's expenses (legal or otherwise) in recovering outstanding sums from you;
- iv) all future payments due to CCEP being required prior to Delivery;
- v) CCEP recovering Products delivered to you which CCEP still owns in accordance with Condition 7;
- vi) Some or all discounts, rebates and allowances due to you being withheld, forfeited and or ceased.

f) CCEP reserves the right to deduct or set off any money you may owe CCEP from time to time (including any legal costs and interest) from any money which CCEP may owe you.

g) Where CCEP has agreed to pay you any discounts or any kind of commercial terms or funding, you may deduct these payments where CCEP has agreed to such a deduction in writing and, in any case, where at least 28 days have passed from the date of your invoice for that discount, commercial terms or funding.

h) CCEP may, at any time, consult the files of credit reference agencies who may record the search. CCEP may share information about customer accounts with other lenders through credit reference agencies and directly with CCEP's insurers or other food trade organisations. This information is used only to make credit granting decisions or, occasionally, for fraud prevention or tracing account holders.

## 6. Risk and Insurance

- a) Risk in the Products passes to you on Delivery.
- b) You (and where applicable your Agent) will insure (with reputable insurers) those Products at your premises to their full replacement value against all risks which it is prudent to insure against. You will ensure that CCEP's interest in the Products is noted on your insurance policy, and if CCEP requests it, provide CCEP with evidence that insurance has been taken out.
- c) You agree that until CCEP has received full payment of the Total Invoice Price together with the repayment of all other money payable by you to CCEP, CCEP will be entitled to (i) all money received from any insurance claims relating to the Products (which, where permitted by law, you will receive as trustee for CCEP) and CCEP will be entitled to use this insurance money to make good any loss or damage CCEP may have suffered; and (ii) require you to assign to CCEP the right to bring, prosecute and enforce any insurance claim in respect of the Products.

## 7. Retention of title

- a) CCEP will retain legal and beneficial ownership of (or where the Products are situated in Scotland, title to) the Products after Delivery until CCEP has received full payment in cleared funds of the corresponding Total Invoice Price.
- b) You agree to make every effort to keep the Products still owned by CCEP in good order and condition, properly stored, protected and insured, free from any legal process and separate from all other goods and clearly marked as being CCEP's property. You agree that CCEP is entitled to enter your premises to check that the Products are being stored in accordance with this condition.
- c) If you sell the Products that have been delivered to you that are still owned by CCEP, CCEP will retain a right over the proportion of your proceeds of sale that is required to cover your outstanding liability to CCEP at any particular time. In such circumstances, you agree that if you sell Products owned by CCEP you undertake to hold the proceeds of sale on trust on CCEP's behalf, and to provide CCEP with the proceeds of sale on demand. In relation to Products situated in Scotland this Condition 7(c) shall not apply.
- d) You agree that until CCEP has received full payment of the Total Invoice Price together with the payment of any and all other money payable by you to CCEP, CCEP will be entitled to enter your premises to inspect, move, retake possession of, sell, dispose of or otherwise deal with the Products irrespective of which specific Products relate to outstanding invoices, and to require you to deliver the Products as CCEP may direct. You will give CCEP all assistance in this regard and especially in identifying the Products referred to in Condition 7(e) below. It shall be sufficient for the Products at your premises to match the description of the Products on CCEP's unpaid invoices for CCEP to be entitled to recover the Products and CCEP shall not be required to match up specific pallet, tray or Product codes against CCEP's unpaid invoices or the delivery notes relating to them.
- e) You are entitled to purchase Products from other suppliers, but, if CCEP tries to recover Products under Condition 7(d), CCEP will be entitled to assume that CCEP is your sole supplier of the Products unless you have informed CCEP otherwise in writing, in which case you must specify (i) the Products concerned, (ii) the date of purchase of the Products, (iii) the quantity purchased, and (iv) the identification information from the pallet code (if any).

- f) You agree not to pledge or in any way charge by way of security for indebtedness any of the Products which are the property of CCEP. Without prejudice to any of CCEP's other rights, if you do so all sums owed to CCEP shall become immediately due and payable.
- g) Any payment made by you for any Products supplied by CCEP shall first be deemed to be, and shall be used as payment for, any Products which have been disposed of by you. Once payment has been made for all Products disposed of by you then CCEP shall use any remaining payment to pay for any other Products supplied to you by CCEP as CCEP shall determine.

## **8. Insolvency**

- a) If you suffer a Financial Event and/or CCEP reasonably believes that you are about to suffer a Financial Event, then:
  - i) CCEP will be entitled to treat the contract between you and CCEP as repudiated;
  - ii) CCEP will be entitled to cancel and cease any further deliveries of Products to you without incurring any liability to you;
  - iii) if Products have been delivered but not paid for in full, your right to sell those Products will automatically cease, the Total Invoice Price will become immediately due and payable and if it is not paid when demanded, CCEP will be entitled to enter your premises during normal business hours to recover the Products; and
  - iv) any discounts, commercial investments or funding otherwise due to you from CCEP shall cease to be payable.
- b) CCEP's rights in Condition 8(a) are in addition to any other right or remedy CCEP may have.
- c) You must inform CCEP in writing immediately after you discover that any circumstance described in Condition 8(a) has occurred or is likely to occur.

## **9. Pallets**

- a) Pallets are supplied on condition that (i) you will permit them to be collected from you by the relevant Pallet owner after use, and (ii) until the Pallets are collected from you, you are responsible for them and will ensure that they are maintained in a satisfactory condition.
- b) You will be responsible if any Pallet is lost, damaged or destroyed before it is collected from your premises. You agree on CCEP's demand to indemnify CCEP against charges that are levied against CCEP by the relevant Pallet owner by reason of your failure to comply with Condition 9(a) and you agree to settle any such invoices in the same way that you are required to pay the Total Invoice Price.

## **10. Defects and remedies**

- a) You must (i) give CCEP Legal Notice of any alleged defect within 24 hours of Delivery, (ii) make no further use of the defective Products once you have discovered, or been advised by CCEP of, the defect, and (iii) allow CCEP a reasonable opportunity to inspect the alleged defective Products.
- b) If CCEP accepts that the Products delivered to you are defective then CCEP will at its option either put right the defect, replace the defective Products free of charge, or take back the defective Products and refund the Total Invoice Price. You agree that CCEP will be fully discharged from liability if CCEP performs any of these options.
- c) Except as provided in this Condition 10, any liability CCEP has, whether in contract or otherwise, is excluded to the fullest extent permitted by law.

## **11. Materials**

- a) Materials must only be displayed and distributed as agreed in writing with or instructed by CCEP. You must comply with any request by CCEP to remove Materials.
- b) You shall indemnify and hold CCEP harmless against all losses, liabilities, costs, expenses and damages (including legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by CCEP arising out of or in connection with your breach of Condition 11(a).

## **12. Trademarks and design**

You agree not to use or reproduce any trademark or design applied to the Products or copyright material relating to the Products (unless it is your own intellectual property) without CCEP's prior written consent nor to alter the packaging of or repackage the Products.

## **13. Confidentiality and Data Protection**

- a) All secret or confidential information and advice which CCEP supplies to you or any such information provided to you by CCEP which should reasonably be considered confidential including, but not limited to,

the Purchase Price, is for your use alone and you agree not to disclose it to any other person (unless it is already public knowledge or you are required by law to disclose it) without CCEP's prior written consent.

- b) Subject to ensuring compliance with all applicable Data Protection Laws, you and CCEP may process business contact information relating to the personnel of the other (for example, name, business telephone number, job title and business email address) for the purposes of managing the general relationship between you and CCEP and carrying out its obligations under these Conditions and/or any agreement entered into between you and CCEP.
- c) Unless expressly agreed otherwise in writing, both you and CCEP are separate and independent data controllers and nothing shall create a joint controller relationship or processing relationship between you and CCEP.

#### **14. Overseas trade**

- a) The Products are intended for sale and consumption in the Territory. If the Products are exported from the Territory, CCEP does not accept any liability or responsibility for complying with any overseas regulations or any export requirements. Products exported outside of the Territory will be excluded from the calculation of any conditional payments or other benefits CCEP may have agreed to provide you in exchange for the promotion of Products in the Territory. Your right to export the Products to Member States of the European Economic Area, any other parts of the United Kingdom and Switzerland is not in any way restricted by this Condition.
- b) All payments for sales of Products to outside GB must be by irrevocable letter of credit made by a bank pre-approved by CCEP or by another form of payment which is acceptable to CCEP.
- c) VAT: If the Products are to be exported outside of the Territory and you provide CCEP with evidence which will be satisfactory to HMRC to establish that the goods were exported and therefore zero-rated for VAT purposes, VAT will not be charged on the Products. If you cannot provide the documentary evidence of export required by HMRC, VAT will be charged on the sale to you. You must at all times provide to CCEP on demand any information CCEP may reasonably require to enable CCEP to comply with its obligation under VAT legislation in respect of the sale of the Products.
- d) Soft Drinks Industry Levy: If the Products are to be exported to Member States of the EEA or sold for consumption onboard an international mode of transport (e.g. international flight, cruise vessel or train) and you provide CCEP with evidence which is satisfactory to HMRC, as set out below, to establish that the goods were exported, CCEP may be eligible for a reimbursement of the Soft Drinks Industry Levy ('SDIL') paid on the Products and CCEP may pass this reimbursement onto you. If you cannot provide the documentary evidence of export required by HMRC, in CCEP's sole discretion, SDIL will not be reimbursed to CCEP and passed onto you. You must at all times provide to CCEP on demand any information CCEP may require to enable CCEP to comply with its obligation under the Soft Drinks Industry Levy Regulations 2018 (the 'SDIL Regulations'). For the avoidance of doubt, you are not entitled to receive a reimbursement of SDIL on any Products purchased from CCEP and reimbursements are made at CCEP's sole discretion.  
CCEP requires complete and satisfactory evidence be provided through the proper channels for any claims for SDIL reimbursement no later than 18 months from the date of purchase of the Products. All evidence for SDIL reimbursements must be sent to SDIT@ccep.com for consideration. In no circumstance will CCEP consider evidence for SDIL reimbursement which is sent to any other location or email address or is received after 18 months from the date of purchase of the Products.

##### SDIL Evidence Requirements

- i) Supporting documentation for any SDIL reimbursement claims where the Products are sold for consumption outside the United Kingdom, but within a Member State of the EEA or on an international mode of transport, must include, to CCEP's sole satisfaction:
  - (1) supplier;
  - (2) consignor, if different from the supplier;
  - (3) customer;
  - (4) brand of drinks that have been exported;
  - (5) quantity of drinks that have been exported;
  - (6) method of transporting the drinks;
  - (7) route of movement of the drinks;
  - (8) destination – delivery documentation (signed and stamped by both sender and recipient of products);
  - (9) audit trial of original purchase from CCEP, for CCEP to be able to match to its billing document; and
  - (10) any other documentation that may be required by HMRC pursuant to the SDIL credit for exported drinks (notice 4) guidance set out by HMRC.

- ii) Additionally, where a claim for SDIL reimbursement includes Products sold for consumption on an international mode of transport (e.g. international flight, cruise vessel or train) outside of the Territory, supporting documentation must also include, to CCEP's sole satisfaction, proof for on-board consumption on the international flight, cruise vessel or train.
- iii) Where CCEP is able to provide you a reimbursement for SDIL, CCEP relies on the documents submitted by you to be true and accurate representations that the purchased Products met the requirements of export set forth in the SDIL Regulations. For the avoidance of doubt, if at any point in time, HMRC conducts an audit of the documentation submitted by you and such documents are found to be inaccurate or insufficient, you will be required to reimburse CCEP for any monies owed, including but not limited to the SDIL and any interest, penalties and consequential costs incurred, in relation to such findings as a result of CCEP having relied on the documentation provided by you in making an SDIL reimbursement.

## **15. General legal provisions**

- a) You shall, and where relevant shall procure any of your group companies and subcontractors shall comply with all applicable laws, statutes, regulations relating to anti-bribery, anti-corruption, anti-money laundering, tax evasion, slavery and human trafficking ("Compliance Requirements"), and not do, or omit to do, any act that will cause or lead CCEP or any of CCEP's group companies to be in breach of any of the Compliance Requirements
- b) Subject to Condition 15(c), any notice given under or in connection with these Conditions shall be in writing and shall be delivered by hand, by registered post or by email. A notice shall be deemed to have been received: (i) if delivered by hand, at the time the notice is left at the receiving party's registered address; (ii) if sent by registered post, at 9am on the second business day after posting at the receiving party's registered address; and (iii) if sent by email, at the time of transmission or, if it falls outside of business hours in the place of receipt, when business hours resume. 'Business hours' means 9am to 5pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- c) The notice provision set out in Condition 15(b) will not apply to the services of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.
- d) CCEP is not responsible for any failure to fulfil its obligations under these Conditions if fulfilment is delayed, hindered or prevented by any circumstances beyond CCEP's reasonable control including, but not limited to, strikes, failure of sources of supply or means of delivery. In the event of supply difficulties, you should immediately contact CCEP who will endeavour to arrange supplies of Products to you through an alternative source.
- e) If you are a "Designated Retailer" (as defined under GSCOP) each Product order shall be governed by GSCOP and to the extent that there is any conflict between the provisions of GSCOP and these Conditions, the provisions of GSCOP shall prevail.
- f) If one or more of the provisions of these Conditions shall be held by a court of competent jurisdiction to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of these Conditions but the validity and enforceability of the remainder of these Conditions shall not be affected. In such an event, each of the parties shall enter into good faith negotiations to amend such provision in such a way that, as amended, it is valid and legal and, to the maximum extent possible, carries out the original intent of the parties as to the point or points in question.
- g) If CCEP does not enforce any right in these Conditions CCEP will not be prevented from enforcing that right at a later date and CCEP will not be deemed to have waived any rights.
- h) Where you are more than one person/business, you will each be jointly and severally liable for the performance of your obligations in these Conditions.
- i) CCEP reserves the right to amend these Conditions from time to time. Unless otherwise agreed with you, any such amendment will in no way affect existing outstanding orders for Products in place at the time the amendment is made but shall apply to any later purchases of Products by you from CCEP placed after such amendment has been made.
- j) You cannot transfer your rights or obligations in these Conditions or any part of them without CCEP's prior written consent. If CCEP does grant such consent, you will still be obliged to comply with these Conditions. CCEP is free to assign its rights and obligations under these Conditions as it sees fit.
- k) No provision of these Conditions shall be enforceable by a third party (being any person other than you and CCEP and permitted successors and assignees) under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- l) References to any legislation, statute or statutory provisions includes a reference to those provisions as amended or re-enacted or as their application is modified by other provisions from time to time and any



reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.