

Purchasing Policies & Procedures

September 2020 v4

Introduction

Dear All,

At the beginning of 2019 we launched our new IMPACT values, reflecting the ongoing evolution of our Company. As we implement our 5-year strategy, it is important we all have complete clarity on the Values which will bind our Company. These are based around shared goals, values and behaviours and provide solidarity for our business units to pursue their ambitions.

Ultimately, a strong culture built on the foundations of our past successes and an eye on our ambitions for the future, will provide the context for people to do their best work. It will help guide discretionary behaviour, enhance our performance and secure financial success.

We have developed our **Company Vision: To create fresh, authentic, and delicious food that's accessible to everyone**, which recognises the ambition of the Company as an international, multi-business unit operator, and the characteristics of success.

After significant consultation with the business, our **Company Values** were developed and reflect not only the performance cornerstones from 16 years of history, but also aspirations to achieve our company's new vision. These **Company Values** are consistent across all business departments and can be tailored to support the particular vision for each department within this consistent Company framework.

Our Company Values (IMPACT) are:

<u>I</u>ntegrity	<u>M</u>otivation	<u>P</u>assion	<u>A</u>adaptability	<u>C</u>ommunication	<u>T</u>ogether
<i>in every task, no matter the size</i>	<i>to find solutions and lead</i>	<i>for food and for people</i>	<i>In the way we work</i>	<i>without hesitation</i>	<i>as one Company</i>
You can see it in the honesty of our people. You can find it in the spirit of our innovation and creativity. We think outside the box and colour outside the lines, driven by quality above all else.	Your ideas have a home at Wasabi, no matter where you join us. We empower our people to have their say and make their mark as fellow entrepreneurs coming together to build something unique.	Positive energy runs through everything we do. We may be meticulous in getting the details right, but we're never too busy to share a moment around us, whether they're customers or colleagues.	In such a fast paced, growing business, no two days are the same. And no two people develop the same. That's why we pride ourselves on our flexible, "can-do" attitude. We're always open to change.	We're working hard to build an open and honest environment where every voice can be heard at every level. To create an open forum where you can speak up and be yourself every day.	We're a family, from Wasabi to Soboro and Kimchee. Our colleagues aren't just colleagues; they're friends and mentors. Together we're creating a culture where everybody feels respected and supported as part of the team.

Under-pinned by our **Company Values**, our Purchasing Policies and Procedures contained within this document aim to provide a framework to which we all work within over the coming years, give guidance across a number of key business areas and detail what our suppliers can expect from Wasabi.

I would ask you to review this document with all relevant members of your team and work towards implementing our requirements accordingly. The Purchasing team will be discussing this with you in more detail over the coming months but in the meantime, if you have any urgent questions, please contact one of the Purchasing team.

May I take this opportunity to thank you for your contribution and we look forward to continuing our successful relationship over the coming years.

Paul Hine
Head of Purchasing

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1. Our Company Plan

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About us

Wasabi was founded in 2003, the first UK food retailer to sell individually wrapped sushi. Led by our founder Dong Hyun Kim (a former fresh food market trader), Wasabi aims to offer our customers a fast, flavoursome and affordable eating experience.

With 55 stores across our UK Company and 5 in the USA, Wasabi has become a leading player in the food retail sector with its iconic, modern, Japanese style stores which are instantly recognisable throughout UK high streets, shopping centres and transport hubs.

Our Company has already laid the foundation for growth through our investment in a new food factory providing us with additional production and logistics capacity.

Wasabi

Clean, modern, stylish and innovate – the simple essence of Japan and the benchmark for all of our retail environments. We're proud that when you walk into any of our branches, they are uniquely Wasabi. Our environments are deliberately open and bright to allow our food to do all the talking.

Kimchee

At Kimchee, we serve a range of meats, fish and vegetables marinated with authentic Korean flavours, cooked in our open-plan kitchen with a traditional charcoal grill. Our wide range of delicious starters and sides complete the meal. We recommend you order food for the whole table to share, tapas style.

Soboro Bakery

Where food, colour and taste collide

5-Year Plan

Our business and sales will continue to grow in the coming years through:

- the continuation of UK branch openings
- refurbishment of existing branches
- expansion of UK retail partnerships
- UK and international franchising
- development and growth of operation in USA
- build on existing UK home delivery network

2. Purchasing 5 Year Plan

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Suppliers

We aim to support and build long term relationships with our suppliers:

- Long term, no frills contracts
- Joint sales building plans
- Embracing new ideas
- Regular, open communication
- Collaborative approach
- Listening
- Fleet of foot
- Pro-active HO and branch support
- Purchasing Principles
- Purchasing Policies and Procedures (updated in line with long term plan)

Contracts

We aim to be the customer of choice within the QSR sector through:

- Providing volume growth
- Positive PR
- Fairness
- Consistency
- Clear, understandable terms
- Optimising efficiencies through Wasabi scale

Risk Management

We aim to minimise the impact that unforeseen product shortages pose by:

- Dual Sourcing
- Market Knowledge
- Managing supply chain capacity
- Proactive supply chain risk monitoring

Innovation

We want to see innovation first – both from our suppliers and outside of our industry:

- Look at things from a Branch Managers point of view
- Make Branch priorities our own
- Best in class, image enhancing product range
- Local products / innovation
- Challenge the norm - different ways of achieving our objectives
- Less complexity (e.g. SKU numbers), improving efficiency
- Distribution

- Packaging
- Dispense
- Payment efficiency
- Reduce department administration

Costs

We aim to deliver:

- Annual cost reductions
- Optimum supply chain efficiency
- Increasing working capital
- Small, incremental improvements
- Improved knowledge and reporting

Environment

We aim to minimise the impact that the Company business practices have on the environment by:

- Waste reduction through recycling and packaging reduction
- Developing supply chain efficiencies
- Use of sustainable products where possible

People

We want to develop our team to provide excellent Purchasing and Logistics skills by:

- Providing CIPS training opportunities
- Appropriate understanding of Company operations
- Support other areas of knowledge as required including Legal, CSR and Supply Chain.
- Development of Purchasing knowledge across the team to support future demand.
- Focus on product range and quality – everything best in class

3. Overview

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Overview

Introduction: This Purchasing Policy provides a comprehensive overview of how Purchasing activity is structured, how strategy is developed and then implemented within the Company, Wasabi's approved supplier criteria and the policies that govern the commercial and trading relationships with our suppliers. It is important that all levels of management and supervision in the business understand our Purchasing Policies and have in place processes to communicate the policy, and to check that it is being followed appropriately by everyone who communicates with our suppliers.

Structure of Purchasing: Purchasing within Wasabi is structured as follows:

The Purchasing team (below) that is located at Wasabi's Head Office in Park Royal, is responsible for the selection of those suppliers that provide commonly used goods and services by the business, for establishing appropriate terms and conditions of trade and for reviewing the performance of those suppliers to ensure best in class levels of performance are achieved. This is done within the framework of Wasabi's Purchasing philosophy, its Purchasing strategy and its Purchasing policies and is carried out in conjunction with the branches and specialist support departments.

Paul Hine – Head of Purchasing
Jacob Daniels - Buyer
Percy Addo - Buyer
Jiyoung Yoo – Logistics Executive

Purchasing Philosophy: Wasabi spends around £60M of its revenues on the goods and services it requires to carry out its day to day business. The Company demands that value for money is achieved on all its purchases, that Purchasing is carried out only by suitably qualified and trained people and that all commercial opportunities are delivered wherever possible. Key to Wasabi's Purchasing strategy are four areas:

- Openness
- Honesty
- Directness
- Knowledge of the Market

Long term trading relationships will be established for the key purchases in the business. These include high spend commodities, items that are required to be of the highest integrity including beverages, food and items of a strategic nature. Periodic tendering, auctioning, value analysis and cost engineering will all be used, as appropriate, to ensure that value for money is secured. Post tender negotiation will be used in every case.

Purchasing Process: The Company's Purchasing process is developed by the Purchasing Team, supported by the whole business, ideas are drawn from across the Company and is reviewed periodically to ensure that it matches the needs of the business in its ever-changing environment.

Purchasing and our suppliers should focus on three business drivers - revenue growth, service efficiency and cost down:

Revenue Growth

Assist with retail offer development
 All items being the best in their class
 Joint promotions of products and services which complement Wasabi brands
 Identify retail opportunities for quality products and solutions across our extensive estate

Service Efficiency

Emphasis on service level agreements and key performance indicators
 Utilising the benefits of technology
 Ensure that the impact on the environment is minimised as a result of our commercial activity
 Bringing new and innovative products and solutions to the Company.

Cost Down

Review supplier and product categorisation – local, national and international
 Focus on removing cost through value engineering
 Rationalise our supplier base
 Streamline our logistics and distribution channels

Suppliers are targeted and expected to deliver a minimum of two of the above three requirements in order to retain status as an approved supplier to the Company.

Our Purchasing Principles

The primary objective of the Purchasing Department is to source the right quality product from the right approved supplier at an agreed price at the right time, adhering to Wasabi's policies and procedures of which these principles form a part of. Below are the principles that the Purchasing Department must adhere to (the code) when negotiating contracts for supply:

1. Supply/Sourcing

Only approved suppliers must be used for the purchase of goods and services.
 All goods and services must be ordered by issuing an appropriately authorised purchase order.
 There must be traceability between the purchase order, goods receipt and invoice, ensuring a three-way match before payment can be made.

Wherever possible extended warranties should be sought, provided there is no cost increase.
 Exclusivity to the Company should be sought where feasible, at no additional cost.
 Wherever possible an alternative source of supply must be available for purchased products to mitigate the risk of stock-outs and ensure business continuity.

No volume commitment should be given to suppliers without prior approval from the Head of Purchasing.

Existing suppliers should as a minimum be included within all tender reviews along with an optimum of five and a minimum of two alternative suppliers. All tenders should be conducted by utilising the departments **Invitation to Tender template**

For all imported goods that are purchased from suppliers, sufficient stock (minimum 6 weeks stock) must be held within the UK by the supplier to smooth the peaks and troughs in demand and minimise the risk of stock-outs.

2. Contracts

All contracts must be approved by the Finance Director. In their absence contracts can be signed by The Head of Purchasing - see the **Contracting Procedure** for more detail. All Wasabi contracts must be drafted using the appropriate Service/Supply Contract Template which is approved by the Purchasing Executive.

All prospective or new suppliers must only be appointed if they have agreed to our terms of trade through the **New Supplier Form**.

Under normal circumstances, suppliers must be given a minimum of one months' notice before any products are delisted, three months where possible. This must be in the form of an official letter drafted by the Purchasing Executive. Copies of such notice letters must be filed on the appropriate system. Breach of contract would be one example where these timescales would not apply.

Formal copies of supplier contracts must be retained for a period of seven years from the date of expiry of the contract.

Trading arrangements that are negotiated with our approved suppliers must not be disclosed to any third party outside of Wasabi without the express, written permission of the supplier and / or the Head of Purchasing.

All design/development work that is carried out by suppliers on behalf of Wasabi should be considered the property of Wasabi and appropriate copyright and intellectual property rights clause must be included in the supplier contract. Clauses 6 and 12.9 of Wasabi's Standard Terms and Conditions cover Copyright and IPR. Specific arrangements must be expressed within our Heads of Terms.

Wasabi's standard payment terms are net 60 days.

3. Supplier Performance

Wasabi shall ensure, wherever possible and practical, that damages for poor supplier performance are recovered in a timely manner.

Where appropriate, KPIs must be included in the supply agreement with the supplier. These must include sufficient damages to compensate us in the event that the supplier fails to meet the agreed standards.

4. Product Management

All purchased products must be set up on Navision using the appropriate New Product Form (NPF – See Section 4).

5. Risk Management

It is the responsibility of the Purchasing Department to ensure that risk in the supply chain is managed in an appropriate manner such that there is no material impact on Wasabi's business. This shall extend to ensuring continuity of the supply of goods and services at an affordable price level and to the agreed specification.

The Purchasing department will adhere to the below principles to mitigate supply chain risk:

Product Specification – All food products purchased must have a specification that has been reviewed and approved by Wasabi and/or its appropriate partners.

Certification – Suppliers must possess the relevant industry recognised certification (example BRC), this will be held by Wasabi who will ensure that the certificates are always in date.

Business Continuity Plans – All suppliers where the annual spend exceeds £250k per annum or are considered to supply business critical products or services must provide a business continuity plan that should include disaster recovery arrangements.

Supplier Risk – where Wasabi's annual spend exceeds £250k or where the products or services supplied are considered to be business critical, Equifax (or similar) reports must be presented every twelve months with any higher than average or high risk scores investigated and mitigating factors put in place by the supplier.

Dual Sourcing – For critical products/suppliers, the risk of stock-outs must be mitigated through dual sourcing where appropriate.

6. General

The offer of any gift or hospitality from a supplier or potential supplier should be managed in line with the **Anti-Bribery Policy**.

Ethical Business Practices: We carry out our business honestly, ethically and with respect for the rights and interests of the people with whom we do business. We expect relations with customers, suppliers and business partners to be mutually beneficial and expect our business practices and standards to be upheld while the relationship continues. We expect honesty, openness and courtesy from all suppliers and their employees in their business dealings. This means everyone must act in an ethical way in their dealings with other colleagues and the people we do business with.

Bribes, Enticements, Fraud: We do not accept bribes or enticements of any kind. If you feel you or someone else are being pressurised by an employee or consultant, please discuss this immediately with Wasabi's Head of Purchasing so that appropriate action can be taken.

Complimentary conferences, seminars and training courses: If you wish to offer a complimentary place at a conference, seminar or training course please do so in line with our **Anti-Bribery Policy**.

Speaking Up: If you know or have any genuine suspicions of any breach of these standards or feel under pressure from employees to do so yourself, you should report them in confidence to the Wasabi Head of Purchasing so that appropriate action can be taken.

7. Responsible Sourcing Principles and Code of Practice

Our Responsible Sourcing Principles and the accompanying Code of Practice sets out Wasabi's expectations of suppliers on issues such as pay, working hours, child labour, worker rights and representation. In sourcing products from many different countries, we aim to uphold internationally agreed standards of labour, and we expect suppliers to treat employees fairly, honestly and with respect for their basic human rights. These principles are detailed below:

Pay: Wages and benefits must be at least fully comparable with local norms. Where possible they should be better than the national legal minimum or industry benchmarked norms or what is required to achieve a locally acceptable standard of living. Wages should be paid in full and on time, at agreed intervals.

Working hours: Should conform to industry benchmarked norms and must not be excessive, with proper provision for sleep and resting time.

Working conditions: We expect suppliers to provide working conditions for employees that are locally recognised as good.

Health and safety: We expect suppliers to make every effort to provide safe and hygienic working conditions and provide regular training in health and safety. They must minimise the risks of fire, accident and injury.

Child labour: Suppliers should not employ or recruit children and should pay particular attention to the health and safety and educational needs of young employees.

Forced labour: We will not knowingly purchase any merchandise produced through forced, bonded or involuntary labour or by people working illegally.

Employee representation: Suppliers' employees should have the fullest practicable rights of free association. We encourage suppliers to share information with their employees and to develop effective mechanisms for consultation.

Equality of treatment: Providing they show sufficient ability and capability; our suppliers' employees should have equal access to jobs.

Environment: Suppliers should make every practicable effort to use raw materials obtained from sustainable sources; should dispose of waste and pollutants in an efficient, safe and environmentally responsible manner; should minimise energy usage; and should abide by international, national and sector codes of practice concerning the use of chemical products, including pesticides.

Animal welfare: Suppliers should ensure high standards of animal welfare both for animals that are raised for meat and dairy products, and for animals used for work and transport. Compliance audits will be undertaken from time to time by Wasabi and / or its agents.

8. Implementation of Code Requirements

Suppliers are expected to establish management systems for delivering compliance to this Code, and maintain records demonstrating compliance. An individual in a senior management position should be appointed to ensure compliance with the Code.

Suppliers are expected to communicate the requirements of this Code to all employees, suppliers and any out-workers or sub-contractors engaged in their supply chain. Suppliers should take steps to ensure that their suppliers and sub-contractors comply with requirements of this Code. Suppliers should also provide means for employees to report or discuss non-compliances confidentially.

Suppliers shall comply with all applicable national laws in the countries in which they operate and all relevant ILO conventions. Where these standards differ, the standard that provides workers with greater protection will prevail.

Suppliers shall comply with all Wasabi's policies relating to Responsible Sourcing.

Wasabi and / or its agents will audit supplier adherence to all requirements contained within this code both on an announced and non-announced basis and via premises audits when deemed necessary.

9. Supply Chain Labour

We have used internationally recognised recommendations and conventions to guide our supply chain labour policy which can be viewed in full at <http://www.ilo.org/global/lang-en/index.htm>, including:

International Labour Organisation Convention 29 – Forced and Bonded Labour
 International Labour Organisation Convention 35 – Forced and Bonded Labour
 International Labour Organisation Convention 81 – Labour Inspection
 International Labour Organisation Convention 105 – Forced and Bonded Labour
 International Labour Organisation Convention 138 – Minimum Age
 International Labour Organisation Convention 146 – Minimum Age
 International Labour Organisation Convention 182 – Worst Forms of Child Labour
 International Labour Organisation Convention 190 – Worst Forms of Child Labour

9.1 Employment of Children

Children under the age of 15 shall not be recruited or employed, unless the local minimum age for work or mandatory schooling specifies a higher age or if International Labour Organisation (ILO) developing country exemptions apply. Children must not be exploited, denied education and their health and safety must be protected. Children may participate in activities which culturally involve the whole community over a limited period of time.

Children and young people under 18 shall not be expected to work throughout the night or under potentially hazardous conditions.

If children or young people are found working for any supplier, the supplier involved will be expected to cease the practice and provide remediation for the children or young people concerned, including support for the child to attend and remain in quality education until no longer a child.

Suppliers shall clearly document and communicate their policies for dealing with underage children identified even if there are no known children employed.

9.2 Forced Labour

There shall be no forced, bonded or involuntary labour of any description.

Suppliers shall allow their employees the right to leave after giving reasonable notice.

Workers shall not be required to lodge deposits or I.D. papers unless it is a legal requirement to do so. In all circumstances these must be returned promptly upon cessation of employment.

10. Health, Safety and Hygiene

We have used internationally recognised recommendations and conventions to guide our supply chain labour policy which can be viewed in full at <http://www.ilo.org/global/lang-en/index.htm>, including:

International Labour Organisation Convention 155 – Occupational Safety and Health
 International Labour Organisation Convention 164 – Occupational Safety and Health
 International Labour Organisation Convention 190 – Safety and Health in Agriculture

Every effort shall be made to provide a safe and hygienic working environment.

Adequate steps should be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work. Suppliers must have appropriate procedures in place to deal with serious injuries.

Suppliers must complete fully documented risk assessments of their sites and accommodation provided, and regularly monitor risks posed to workers' health and safety. This documentation will be available for review by Wasabi as and when requested.

Suppliers are expected to assign a senior management representative to be responsible for health and safety issues. Suppliers should set up procedures to consult with employees to seek their contribution in assessing the site's health and safety and in developing health and safety standards.

No worker shall be employed in potentially hazardous conditions without receiving adequate safety training and supervision. Records of safety training must be available for inspection. Individual workers must be able to demonstrate their understanding of the job and the ability to perform it to at least the minimum standard required by their employer.

Suppliers shall provide essential items of climatically appropriate protective clothing and safety equipment free of charge to their workers.

Workers shall be provided with access to potable drinking water, clean toilets, and (if appropriate) washing facilities.

Where provided, accommodation shall be safe, clean and meet the basic needs of workers. Secure storage facilities should be provided. Suppliers should provide a range of mixed gender, segregated and family accommodation as appropriate for the number of workers housed. Where management provides dedicated transport for the movement of the workforce to, from, or within the workplace, these shall conform to the minimum standards set down in the appropriate national transport legislation. In the absence of such legislation, the management shall make every reasonable effort to minimise risk to the workforce whilst transporting them. Food, beverages and domestic goods offered for sale to workers shall be at price levels no higher than those prevailing nationally.

11. Discipline

Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation is not acceptable.

Disciplinary and grievance procedures shall be clearly documented and communicated to all employees. All disciplinary measures of a serious nature shall be recorded.

12. Freedom of Association and Employee Representation

We have used internationally recognised recommendations and conventions to guide our supply chain freedom of association and employee representation requirements which can be viewed in full at <http://www.ilo.org/global/lang-en/index.htm>, including:

International Labour Organisation Convention 87 – Freedom of Association
 International Labour Organisation Convention 98 – Freedom of Association
 International Labour Organisation Convention 135 – Workers' Representatives
 International Labour Organisation Convention 143 – Workers' Representatives
 International Labour Organisation Convention 154 – Collective Bargaining

Suppliers shall recognise and respect the rights of workers to freely join associations (such as workers councils, trade unions and workers associations) which can collectively represent their interests. Employers shall not interfere with or attempt to dominate or control such bodies, nor discriminate against workers choosing to belong to them.

Suppliers shall respect the rights of such workers' associations to represent their members, and to bargain collectively as defined and interpreted by the ILO and national legal framework. Suppliers must share with their employee's information which will affect working conditions and develop effective mechanisms for consultation.

Where the right to freedom of association and collective bargaining is not permissible under national law, suppliers should facilitate the development parallel means of independent and free association and bargaining.

13. Working Hours

Workers shall not be expected to work in excess of 48 hours per week or less if there is a lower national limit or an agreed industry norm.

Overtime shall be voluntary, limited to no more than 12 hours per week, and not requested on a regular basis; it shall be paid at a premium rate or in accordance with national legislation.

There shall be proper provision for rest and sleep. Breaks, holiday allowance and rest periods shall be in full accordance with national law. Individual workers shall have on average at least one full day's rest per 7 days or the equivalent if shift work is involved.

14. Equality of Treatment

We have used internationally recognised recommendations and conventions to guide our supply chain equality of treatment requirements which can be viewed in full at <http://www.ilo.org/global/lang-en/index.htm>, including:

- International Labour Organisation Convention 90 – Night Work of Young Persons
- International Labour Organisation Convention 100 – Equal Remuneration
- International Labour Organisation Convention 111 – Discrimination
- International Labour Organisation Convention 122 – Employment Policy
- International Labour Organisation Convention 159 – Labour Relations
- International Labour Organisation Convention 168 – Vocation Rehabilitation & Employment/Disabled Persons

There shall be no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on (but not limited to) gender, age, disability, national origin, race, marital status, sexual orientation, political opinion, union (or non-union) membership, religion, or caste. Workers must not be expected to perform duties incompatible with their physical or mental abilities.

15. Wages

We have used internationally recognised recommendations and conventions to guide our supply chain equality of treatment requirements which can be viewed in full at <http://www.ilo.org/global/lang-en/index.htm>, including:

- International Labour Organisation Convention 90 – Night Work of Young Persons
- International Labour Organisation Convention 131 – Minimum Wages

Wages and benefits shall be at least fully comparable with locally benchmarked industry norms or national legal requirements, whichever is higher. Wages shall always be sufficient for basic needs whilst still providing some discretionary income.

Before entering into employment, workers should be informed as to the payment process. Wages shall be paid directly to the workers in the form of cash or cheques or into the workers' nominated bank account, at the agreed intervals and in full. Information relating to wages shall be available to workers in an understandable form.

No deductions from wages, other than those required by national law, shall be permitted without the express agreement of the worker concerned. Deduction from wages for disciplinary purposes shall not be permitted.

16. Regular Employment

All workers shall be provided with simple, written contracts which must detail the terms and conditions of their employment. Contracts should be in the appropriate language for each worker. Employers must not employ workers on repeated temporary contracts or apprenticeship schemes merely to avoid paying wages and other benefits given to permanent workers. Employers shall encourage workers to participate in all state benefit schemes, especially sickness, injury, and retirement pensions. They shall offer advice to do so, if needed.

Suppliers must take effective steps, which are at least in compliance with the requirement or recommendations of government and/or local labour authorities, to avoid the employment of workers who do not have the legal right to work.

17. Company Statement on the Modern Slavery Act

Wasabi started in 2003. The company grew with the help of our great tasting food and our people.

We are proud to be an incredibly diverse team, including lots of people from many different cultures.

People are fundamental to our business, our success and the way we operate.

Ethical trading is integral to us and our strategy. We are advocates of social responsibility and take the treatment of people very seriously.

We are dedicated to ensuring that we work with reputable suppliers across all aspects of our business. We encourage partnerships, mutual trust and respect with our supply chains, old and new.

We recognise the importance of maintaining both visibility and transparency within our supply chain in order to continue to protect those who work within it from potential abuse and exploitation and to this end, we take great care in selecting our suppliers.

We carry out due diligence procedures to mitigate modern slavery or people trafficking in our supply chain. Although it is not possible to say with absolute certainty that such activity does not exist within our supply chain, Wasabi's people are the key to our continued success, and we will not tolerate any such behaviour within our supply chains or within our own business.

We understand that modern slavery and people trafficking can be complex, however, we are committed to the eradication of such violations of human rights.

Those who profit from modern slavery and human trafficking go to great lengths to hide their criminal activities and it can be extremely difficult to identify such activity. We continue to work hard and update our policies and procedures to ensure that we work in accordance with the highest ethics and values.

This statement is made in accordance with section 54(1) of the Modern Slavery Act 2015.

18. Environment

Suppliers shall seek to make continuous improvements in their environmental performance and, as a minimum, comply with the requirements of local and international laws and regulations.

Suppliers shall make practical efforts to minimise the use of energy, water and raw materials: where possible these resources shall be renewable.

Suppliers shall make practical efforts to minimise waste and dispose of it in a safe, efficient, and environmentally responsible manner.

Suppliers shall avoid contamination of the local environment and ensure that air, noise and odour pollution is within nationally defined limits.

Suppliers shall minimise chemical use and abide by international, national and sector specific Codes of Practice for the use of pesticides and chemicals.

19. Animal Welfare (if applicable)

We expect that our suppliers employ high standards of animal welfare in the rearing of livestock for meat or dairy products, that they shall be treated humanely, are allowed to live free of hunger, thirst, fear, distress, pain, injury disease and transported in line with these requirements.

Where animals are used as beasts of burden, ploughing etc., they shall be treated humanely, and allowed to live free of hunger, thirst, fear, distress, pain, injury or disease.

20. Invitation to Tender Process – Goods and Services

Suppliers are recommended and invitations to tender are issued for formal contract reviews. The Purchasing Policies and Procedures include our [Invitation to Tender template](#) Section 6. In addition, product development may take place via phone or letter.

4. Contracting Procedure

Purchasing Policies & Procedures
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Introduction

This procedure provides an overview of the contracting process for goods and services procured by the Purchasing Department for the Company and forms part of the Purchasing Policies and Procedures.

What is a contract?

A contract or agreement is the arrangement which exists when two or more parties wish to be bound by a certain set of terms in return for receiving some benefit from the other party.

Contracts and agreements may be written or verbal, although verbal agreements may be difficult to prove in a dispute. It is essential that Wasabi has well written contracts that cover all or at least the high-risk eventualities and mitigate the risk of disputes and lawsuits which may be costly and have a negative impact on our image.

Definitions

Commercial Contracts

These are all contracts for Suppliers where the relationship is managed by a member of Wasabi. These contracts include all Food, Drinks, Non-consumable Suppliers, Maintenance, Property, IT, Marketing etc.

Contract Summary Sheet

As the name suggests this document summarises the important terms of a contract and will be used within Wasabi as a reference for our contracts. The contract summary sheet will include but not be limited to the following:

- term of the contract
- Supplier name and main contact
- contract value
- payment terms
- if applicable, retrospective discounts and listing fees.

See example **Contract Summary Sheet in Appendix 1**

Contracts Database

This is a shared internal document used for the tracking and management of contracts. The database is also used for reporting on contracts due for renewal to help the department in ensuring all high-risk transactions have a valid contract. The Contracts Database is administered by the Purchasing Department.

Specifications

These are a statement of our requirements, whether it is goods or services that we are procuring. Good specifications should define the exact makeup and performance of the goods or services we intend to receive from our Suppliers. There are two forms of specifications:

Performance specifications: also known as output specifications, these define the functional performance of the procured goods or services. Performance specifications encourage Supplier innovation as the procuring side simply define the benefits we wish to see from the goods or services and leave it to the Supplier to offer a solution.

Conformance specifications: also known as input specifications these define the make-up of the goods and may include brand and model names.

Specifications will form part of a contract and careful consideration must be taken when writing them as the Supplier will be legally obliged to deliver the goods or service defined in the specifications. For food products the Buyer will liaise with the Suppliers to ensure a full specification is provided.

New Supplier Form (NSF)

Is a form used by Wasabi for the request, approval and set-up of new suppliers.

New Product Form (NPF)

A NPF is used by Wasabi for the request and approval of new products to be added to Navision. A NPF must be signed by the requester and the Buyer before the product can be added to the Wasabi product range.

Navision

System used by Wasabi for ordering, accounting and maintenance of products and Supplier information.

The Process

Once the business has identified the need to purchase goods or services, the relevant Buyer will negotiate and agree the terms of supply. For new Suppliers that Wasabi have not previously traded with, the Buyer will send a Vendor Request Form (VRF) to be completed by the Supplier in order to set them up on our Navision system and enable payment. An Equifax (or similar) report is required for all new contracts; this will assist the department in evaluating the Supplier. For new products the Buyer will request a Purchasing Control Document (PCD) to be completed by the Supplier. For Purchasing that is not instigated by the Purchasing department, the Business Owner will be required to liaise with the Supplier to ensure the VRF is completed.

The Buyer/Business Owner will complete a Contract Summary Sheet and an electronic copy will be emailed to the Purchasing Executive along with product specifications and agreed pricing (if applicable). Copies of any relevant quotations or proposals received from the Supplier must be included in the email to the Purchasing Executive.

Food Products

Contract summaries for food products should include Allergen Information and evidence that the specification has been approved. It is the responsibility of the Buyer to ensure that all food items purchased have an approved specification and allergen Information.

IT Contracts

All contract summaries for the IT department, once completed by the relevant business owner and checked by the Purchasing Executive, should be reviewed and signed by the IT Departments Project Manager.

The Contract Summary Sheet will be reviewed by the Purchasing Executive and amendments made if necessary before it is presented back to the Buyer/Business owner for their signature. The Contract Summary Sheet will then be signed by the Purchasing Executive before it is passed to the relevant Head of Department for approval; approval will then be requested from one of the following:

- Board (Chief Executive)
- Finance Director
- Head of Purchasing

Once the Contract Summary is approved, a soft copy will be scanned by the Purchasing Executive and stored in the relevant Supplier file in the Contracts Database. A soft copy of the approved Contract Summary will be emailed to the Business Owner for their records.

Commercial contracts:

The Purchasing Executive will draft a contract based on the terms in the Contract Summary. The contract will then be passed to the business owner for review before it can be sent to the Supplier.

The following appendices will be included before the contract is passed to the Supplier for signing:

- Appendix 1 - Pricing
- Appendix 2 - Wasabi Complaints and Product Recall Procedures
- Appendix 3 - Recall – rejection penalty process (optional)

In cases where the Supplier's terms and conditions are used, these will be passed to 3rd party Legal Advisors for their review. Once reviewed, the contract will be sent out to the relevant Supplier by the Purchasing Executive. From this point on, any issues/queries will be dealt with as follows:

Legal terms - all queries from the Supplier that are concerning the legal terms of the contract will be dealt with by the Purchasing Executive or 3rd party Legal team.

Commercial terms – all queries from the Supplier related to the commercial terms of the contract will be dealt with by the Buyer/Business Owner and the Purchasing Executive

Non-commercial contracts:

For all non-commercial contracts, the Purchasing Executive will liaise with the Business Owner to ensure the contract terms are agreed before a hard copy is signed.

Countersignatures will be sought by the Purchasing Executive for all signed contracts returned by the Supplier. Only one of the below persons are able to do so:

- Chief Executive
- Finance Director
- Head of Purchasing

The Purchasing Executive will scan the contract and save it against the relevant entry in the contracts database before updating the contracts database to reflect the contract status. Where required, on some contracts, notice is served soon after the signing of the contract. This is the case, where for example, the contract is for the period of 1 year and requires 1-year notice to be served. This avoids the contract rolling over.

The contract summary sheet will be completed by the supplier and kept as a summary of the key points agreed within each agreement:

Appendix 1 Contract Summary Sheet

Contract Summary Sheet – Supplier
--

Contract Subject:	Contract for xxxxxxxxxxxxxx
Overview:	
Contract Value:	Estimated at £
Start date and Term:	X months from XXXX
Applicability:	Supply to all Branches
Contract Review:	N/A
Pricing:	As detailed in appendix 1
Retro:	N/A
Early Termination:	Material breach, insolvency and takeover
Set Up Cost:	N/A
Maximum Exit / Termination Fee:	Nil
Notice Period:	N/A
Listing Fee:	N/A
Payment Terms:	60 day from date of invoice
Warranty:	N/A
Volume Commitment:	No volume commitment
Volume Based Retros:	N/A
Reciprocal Trading:	N/A
Performance Reviews:	Quarterly
Another Pertinent Contract:	N/A
Supplier Account Manager:	Name – Email - Mobile
Supplier Address:	
Equifax Status:	Score:
Tangible Net Worth of	
CSR Considerations:	100% recyclable packaging
Business Continuity Arrangements:	
APPROVAL	

Wasabi Owner:	
Signature:	
Date:	

Purchasing Executive:	
Signature:	
Date:	

NPD Manager (if applicable):	
Signature:	

Date:	
Head of Department:	
Signature:	
Date:	
Approved (signature):	
Position:	
Date:	

5. Company Spend Approval

Purchasing Policies & Procedures
September 2020

Company Spend Approval

This document defines the spend approval limits for unbudgeted Purchasing carried out by the Company and forms part of the Purchasing Policies and Procedures.

There are several methods of Purchasing utilised by the Company, these are used for one-off purchases such as trial equipment, courier charges, and head office purchase orders.

Purchasing outside the above, such as orders placed via email or telephone that are later paid on approval of supplier invoice or Wasabi cheque will also be subject to the Purchasing department's approval limits set out in this procedure.

Wasabi's methods of Purchasing are shown in the below table:

Products for resale	Saffron, Navision
One off orders (courier charges, non- consumables, etc)	Saffron, Navision, Purchase Order
Head Office Orders incl. cleaners etc.	Purchase Order
Property / Maintenance	Property Expenditure Management System Pro-Nett Purchase Order

Contract Value Authorisation

Under £5K – approved by Head of Purchasing, this can be administered electronically via email notification.

£5k - £250K – approved by Head of Purchasing or Finance Director

£250K - £1m – approved by Head of Purchasing and Finance Director

Over £1m – approved by Head of Purchasing, Finance Director and Board

Supplier Invoices

All invoices received by the finance department MUST be supported by a purchase order.

6. Tender Template

Purchasing Policies & Procedures
September 2020

Tender Template

Suppliers are recommended and invitations to tender are issued for formal contract reviews. The Purchasing Policies and Procedures include our **Invitation to Tender template** below:

INVITATION TO TENDER (ITT) FOR THE NATIONAL SUPPLY AND DELIVERY OF XXXXXXXXXXXXX

September 2020

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INVITATION TO TENDER FOR XXXXXX

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SECTION 3 - SERVICE/PRODUCT SPECIFICATIONS

SECTION 4 – PRICING STRUCTURE

SECTION 5 – WASABI STANDARD TERMS & CONDITIONS

SECTION 6 – ADDITIONAL DOCUMENTS

SECTION 7 – FORM OF OFFER

INTRODUCTION

Wasabi was founded in 2003, the first UK food retailer to sell individually wrapped sushi. Led by our founder Dong Hyun Kim (a former fresh food market trader), Wasabi aims to offer our customers a fast, flavoursome and affordable eating experience.

With 55 stores across our UK Company and 5 in the USA, Wasabi has become a leading player in the food retail sector with its iconic, modern, Japanese style stores which are instantly recognisable throughout UK high streets, shopping centres and transport hubs.

Our Company has already laid the foundation for growth through our investment in a new food factory providing us with additional production and logistics capacity.

Wasabi

Clean, modern, stylish and innovate – the simple essence of Japan and the benchmark for all of our retail environments. We're proud that when you walk into any of our branches, they are uniquely Wasabi. Our environments are deliberately open and bright to allow our food to do all the talking.

Kimchee

At Kimchee, we serve a range of meats, fish and vegetables marinated with authentic Korean flavours, cooked in our open-plan kitchen with a traditional charcoal grill. Our wide range of delicious starters and sides complete the meal. We recommend you order food for the whole table to share, tapas style.

Soboro Bakery

Where food, colour and taste collide



Wasabi requires the tender to be based on a contract term of **xx months with an optional x month break clause.**

TENDER SUBMISSION AND EVALUATION

Tender Submission Costs

Wasabi will not be liable for any costs you incur in the preparation or submission of your tender.

Tender Validity

Your tender bid should remain open for acceptance for a period of 90 days from the tender closing date.

Evaluation of Tenders

Following the initial evaluation of bids received Wasabi reserves the right to negotiate with any or none of the Tenderers. A shortlist may be drawn up and they may be required to give a presentation of their proposals along with samples and respond to questions (specifications, commercial and contractual) in a post tender review.

Tender Acceptance

Wasabi does not bind itself to accept the lowest or any offer and reserves the right to accept an offer either in whole or in part, each item being for this purpose treated as offered separately. Wasabi reserves the right to award contracts for the supply of the service described above and arising out of this Purchasing process, to more than one Supplier.

TENDER RETURN

Your tender should be submitted electronically and emailed to XXXXXXXX on:
xxxxxxx@wasabi.uk.com

Your response should comprise of the following:

Your Offer

Completed Pricing Schedule (Section 4)

Signed Form of Offer (Section 7)

Your packaging should be addressed / marked as follows:

XXXXXXXX (Tender Owner)

Tender Document – Provision of XXXXXXXXXXXXXXXX Services

Wasabi UK
Unit 5, Origin Business Park
Rainsford Road
Park Royal
London
NW10 7FW

The tender should reach the above address by 12:00 hours on XXXXXX 2019.

Please email XXXXXXXX on email xxxxxxxx@wasabi.uk.com to acknowledge receipt of this letter and enclosures and to indicate whether it is your intention to submit a tender by **XXXXX 2019**.

QUERIES AND CLARIFICATION

Any queries of a commercial nature should be referred to XXXXXXXXX on email xxxxxxx@wasabi.uk.com

Any additional information requested by a potential Supplier may be passed to all companies involved in the tender process.

TENDER TIMETABLE

Activity	Date
Issue of ITT:	Enter date
Deadline for return of bid:	Enter date
Evaluation of bids by:	Enter date
Contract award date:	Enter date
Contract start date	Enter date

The above dates are the anticipated timescale for the tender and may be subject to change.

AWARDING OF CONTRACT

Terms and Conditions

Please ensure you sign and return a copy of the **Form of Offer SECTION 7** to indicate that you accept that Wasabi's Terms and Conditions attached will govern any future contract which may be awarded to you.

Validity of Proposal

Your proposal is to be valid for 90 days.

Contract Award

Prospective Suppliers are advised that nothing in this documentation, or in any communication between Wasabi and any other party, shall be taken as constituting a contract, agreement or representation between Wasabi and/or any other party, except for a formal award of contract made in writing by the Company. Neither shall it, or they, be taken as constituting a contract, agreement or representation that a contract shall be offered.

Please note that Wasabi reserves the right to vary the number of Suppliers invited to interviews and presentations, or dispense completely with this part of the process, at its sole discretion. Wasabi reserves the right at all points in the Purchasing process either not to select a candidate to go forward to the next stage, or following completion of the Purchasing process, not to make any award of contract. Bidders are also advised that any award of contract will be subject to satisfactory responses to any queries that may arise from the review of their Company accounts.

The Company has prepared this ITT in good faith. To the extent that the Company is permitted by law, Wasabi excludes any liability (whether in contract, negligence or otherwise) for any incorrect or misleading information contained in this ITT. This ITT is not an offer document; answers to it must not be considered as acceptance of an offer or imply the existence of a contract between the parties.

Confidentiality: The terms and contents of this ITT must be treated as strictly confidential and proprietary by the Supplier. All secondary Suppliers and partners used by the primary Supplier in replying to this ITT must also send a signed copy of the **Confidentiality Agreement** to The Company.

We will keep all pricing information submitted strictly confidential.

Ethical Business Practices: We carry out our business honestly, ethically and with respect for the rights and interests of the people with whom we do business. We expect relations with customers, Suppliers and business partners to be mutually beneficial and expect our business practices and standards to be upheld while the relationship continues.

Gifts, Payments and Services; Refer to **Anti-Bribery Policy**

Entertainment; Refer to **Anti-Bribery Policy**

Bribes, Enticements, Fraud; We adhere to the Bribery Act 2010 and therefore do not accept bribes or enticements of any kind. If you feel that you are being pressurised by any member of Wasabi staff, please report this immediately to Wasabi's Legal Director **Wasabi Anti-Bribery Policy**

Expenses and Property Rights

This ITT does not commit or obligate Wasabi to pay any expenses incurred by you in the preparation of your response. All such expenses are solely at the risk of the Supplier submitting the offer. By submitting your response, you agree that all responses to this ITT shall become the property of the Company.

Useful Information Sources

Our [website](#) has many useful features including details of all our outlets, current offers, Company information etc.

SECTION 1 – INVITATION TO TENDER

Quotation Structure

Your proposal should be presented in the format specified in **Section 4 – Pricing Schedule**. Where your service does not meet or it exceeds our required specification, you should outline the details of the variance.

The information enclosed may not be copied or disclosed outside of the companies to whom it was dispatched, nor altered in anyway other than for the purpose of evaluation.

Account Management

The successful Supplier will have a full account management structure to support our estate. This will include monthly updates, quarterly reviews, and escalation of issues. Wasabi will require a single nominated point of contact for all liaison purposes, invoice queries and general account management. Your proposal should provide details of how you will manage the interface.

A formal performance review will be held, as a minimum, quarterly whereby the Supplier and Wasabi will measure Supplier performance with respect to the delivery of the services of the contract. This performance review will be subject to a number of KPI's.

The successful Supplier will commit to working with Wasabi to reduce costs during the term of this agreement.

Pricing

Your proposal should be as per the format in the pricing structure provided.

Your prices, which should be inclusive of all actions required and should be held firm and fixed until the end of any agreed initial period.

Payment

Your proposal should reflect our standard payment terms of 60 days from date of invoice.

Prerequisites to Submitting Tender

Your proposal must be submitted according to the format subscribed in this Invitation to Tender. You must demonstrate that you understand the scope of the specification. Provide a Company profile including the following:

- Details of your expertise in this field and relevant experience, demonstrating your understanding of the sector and current contracts.
- Membership of any relevant professional or trade institution.
- Your management philosophy and quality approach, including measuring quality performance.
- Organisation Chart.
- Relevant quality standards for which you have achieved registration (BRC, EFSIS, ISO9001 accreditation) or your plans to achieve registration.
- Your Company health and safety policies and procedures to include the safety measures to safeguard your employees and the employees of Wasabi including relevant COSHH sheets.
- Your Company environmental and sustainable policy including two case studies.
- Please see below Responsible Sourcing Principles and Code of Practice.
- Written proof/copy of your insurance cover detailing your maximum liability.
- Company Reg. No.
- Details of your claims-history and any pending claims against the Company of companies.
- Your disaster recovery plan.
- Policies you have in place to ensure conformance to the UK government's Bribery Act 2010.

Include any other information you consider relevant to your tender.

Your commitment to signing an agreement with Wasabi based on the attached draft contract – Section 6.

Tender Process

As a Supplier you hereby undertake for the period during which this tender remains open for acceptance not to divulge to any person, other than the persons whom the tender is to be submitted, any information relating to the submission of this tender on the details contained therein except where such is necessary for the purpose of submission of this tender.

SECTION 2 – WASABI RESPONSIBLE SOURCING PRINCIPLES AND CODE OF PRACTICE

Our Responsible Sourcing Principles and the accompanying Code of Practice set out Wasabi's expectations of suppliers on issues such as pay, working hours, child labour, worker rights and representation. In sourcing products from many different countries, we aim to uphold internationally agreed standards of labour, and we expect suppliers to treat employees fairly, honestly and with respect for their basic human rights. These principles are detailed below:

Pay: Wages and benefits must be at least fully comparable with local norms. Where possible they should be better than the national legal minimum or industry benchmarked norms or what is required to achieve a locally acceptable standard of living. Wages should be paid in full and on time, at agreed intervals.

Working hours: Should conform to industry benchmarked norms and must not be excessive, with proper provision for sleep and resting time.

Working conditions: We expect suppliers to provide working conditions for employees that are locally recognised as good.

Health and safety: We expect suppliers to make every effort to provide safe and hygienic working conditions and provide regular training in health and safety. They must minimise the risks of fire, accident and injury.

Child labour: Suppliers should not employ or recruit children and should pay particular attention to the health and safety and educational needs of young employees.

Forced labour: We will not knowingly purchase any merchandise produced through forced, bonded or involuntary labour or by people working illegally.

Employee representation: Suppliers' employees should have the fullest practicable rights of free association. We encourage suppliers to share information with their employees and to develop effective mechanisms for consultation.

Equality of treatment: Providing they show sufficient ability and capability; our suppliers' employees should have equal access to jobs.

Environment: Suppliers should make every practicable effort to use raw materials obtained from sustainable sources; should dispose of waste and pollutants in an efficient, safe and environmentally responsible manner; should minimise energy usage; and should abide by international, national and sector codes of practice concerning the use of chemical products, including pesticides.

Animal welfare: Suppliers should ensure high standards of animal welfare both for animals that are raised for meat and dairy products, and for animals used for work and transport. Compliance audits will be undertaken from time to time by Wasabi and / or its agents.

Implementation of Code Requirements:

Suppliers are expected to establish management systems for delivering compliance to this Code, and maintain records demonstrating compliance. An individual in a senior management position should be appointed to ensure compliance with the Code.

Suppliers are expected to communicate the requirements of this Code to all employees, suppliers and any out-workers or sub-contractors engaged in their supply chain. Suppliers should take steps

to ensure that their suppliers and sub-contractors comply with requirements of this Code. Suppliers should also provide means for employees to report or discuss non-compliances confidentially. Suppliers shall comply with all applicable national laws in the countries in which they operate and all relevant ILO conventions. Where these standards differ, the standard that provides workers with greater protection will prevail.

Suppliers shall comply with all Wasabi's policies relating to Responsible Sourcing.

Wasabi and / or its agents will audit supplier adherence to all requirements contained within this code both on an announced and non-announced basis and via premises audits when deemed necessary.

Supply Chain Labour

We have used internationally recognised recommendations and conventions to guide our supply chain labour policy which can be viewed in full at <http://www.ilo.org/global/lang-en/index.htm>, including:

International Labour Organisation Convention 29 – Forced and Bonded Labour
 International Labour Organisation Convention 35 – Forced and Bonded Labour
 International Labour Organisation Convention 81 – Labour Inspection
 International Labour Organisation Convention 105 – Forced and Bonded Labour
 International Labour Organisation Convention 138 – Minimum Age
 International Labour Organisation Convention 146 – Minimum Age
 International Labour Organisation Convention 182 – Worst Forms of Child Labour
 International Labour Organisation Convention 190 – Worst Forms of Child Labour

Employment of Children

Children under the age of 15 shall not be recruited or employed, unless the local minimum age for work or mandatory schooling specifies a higher age or if International Labour Organisation (ILO) developing country exemptions apply. Children must not be exploited, denied education and their health and safety must be protected. Children may participate in activities which culturally involve the whole community over a limited period of time.

Children and young people under 18 shall not be expected to work throughout the night or under potentially hazardous conditions.

If children or young people are found working for any supplier, the supplier involved will be expected to cease the practice and provide remediation for the children or young people concerned, including support for the child to attend and remain in quality education until no longer a child. Suppliers shall clearly document and communicate their policies for dealing with underage children identified even if there are no known children employed.

Forced Labour

There shall be no forced, bonded or involuntary labour of any description.

Suppliers shall allow their employees the right to leave after giving reasonable notice.

Workers shall not be required to lodge deposits or I.D. papers unless it is a legal requirement to do so. In all circumstances these must be returned promptly upon cessation of employment.

Health, Safety and Hygiene

We have used internationally recognised recommendations and conventions to guide our supply chain labour policy which can be viewed in full at <http://www.ilo.org/global/lang-en/index.htm>, including:

International Labour Organisation Convention 155 – Occupational Safety and Health
 International Labour Organisation Convention 164 – Occupational Safety and Health
 International Labour Organisation Convention 190 – Safety and Health in Agriculture

Every effort shall be made to provide a safe and hygienic working environment. Adequate steps should be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work. Suppliers must have appropriate procedures in place to deal with serious injuries.

Suppliers must complete fully documented risk assessments of their sites and accommodation provided, and regularly monitor risks posed to workers' health and safety. This documentation will be available for review by Wasabi as and when requested.

Suppliers are expected to assign a senior management representative to be responsible for health and safety issues. Suppliers should set up procedures to consult with employees to seek their contribution in assessing the site's health and safety and in developing health and safety standards.

No worker shall be employed in potentially hazardous conditions without receiving adequate safety training and supervision. Records of safety training must be available for inspection. Individual workers must be able to demonstrate their understanding of the job and the ability to perform it to at least the minimum standard required by their employer.

Suppliers shall provide essential items of climatically appropriate protective clothing and safety equipment free of charge to their workers.

Workers shall be provided with access to potable drinking water, clean toilets, and (if appropriate) washing facilities.

Where provided, accommodation shall be safe, clean and meet the basic needs of workers. Secure storage facilities should be provided. Suppliers should provide a range of mixed gender, segregated and family accommodation as appropriate for the number of workers housed.

Where management provides dedicated transport for the movement of the workforce to, from, or within the workplace, these shall conform to the minimum standards set down in the appropriate national transport legislation. In the absence of such legislation, the management shall make every reasonable effort to minimise risk to the workforce whilst transporting them.

Food, beverages and domestic goods offered for sale to workers shall be at price levels no higher than those prevailing nationally.

Discipline

Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation is not acceptable.

Disciplinary and grievance procedures shall be clearly documented and communicated to all employees. All disciplinary measures of a serious nature shall be recorded.

Freedom of Association and Employee Representation

We have used Internationally recognised recommendations and conventions to guide our supply chain freedom of association and employee representation requirements which can be viewed in full at <http://www.ilo.org/global/lang-en/index.htm>, including:

International Labour Organisation Convention 87 – Freedom of Association

International Labour Organisation Convention 98 – Freedom of Association

International Labour Organisation Convention 135 – Workers' Representatives

International Labour Organisation Convention 143 – Workers' Representatives

International Labour Organisation Convention 154 – Collective Bargaining

Suppliers shall recognise and respect the rights of workers to freely join associations (such as workers councils, trade unions and workers associations) which can collectively represent their interests. Employers shall not interfere with or attempt to dominate or control such bodies, nor discriminate against workers choosing to belong to them.

Suppliers shall respect the rights of such workers' associations to represent their members, and to bargain collectively as defined and interpreted by the ILO and national legal framework.

Suppliers must share with their employee's information which will affect working conditions and develop effective mechanisms for consultation.

Where the right to freedom of association and collective bargaining is not permissible under national law, suppliers should facilitate the development parallel means of independent and free association and bargaining.

Working Hours

Workers shall not be expected to work in excess of 48 hours per week or less if there is a lower national limit or an agreed industry norm.

Overtime shall be voluntary, limited to no more than 12 hours per week, and not requested on a regular basis; it shall be paid at a premium rate or in accordance with national legislation.

There shall be proper provision for rest and sleep. Breaks, holiday allowance and rest periods shall be in full accordance with national law. Individual workers shall have on average at least one full day's rest per 7 days or the equivalent if shift work is involved.

Equality of Treatment

We have used internationally recognised recommendations and conventions to guide our supply chain equality of treatment requirements which can be viewed in full at

<http://www.ilo.org/global/lang-en/index.htm>, including:

International Labour Organisation Convention 90 – Night Work of Young Persons

International Labour Organisation Convention 100 – Equal Remuneration

International Labour Organisation Convention 111 – Discrimination

International Labour Organisation Convention 122 – Employment Policy

International Labour Organisation Convention 159 – Labour Relations

International Labour Organisation Convention 168 – Vocation Rehabilitation & Employment/Disabled Persons

There shall be no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on (but not limited to) gender, age, disability, national origin, race, marital status, sexual orientation, political opinion, union (or non-union) membership, religion, or caste.

Workers must not be expected to perform duties incompatible with their physical or mental abilities.

Wages

We have used internationally recognised recommendations and conventions to guide our supply chain equality of treatment requirements which can be viewed in full at

<http://www.ilo.org/global/lang-en/index.htm>, including:

International Labour Organisation Convention 90 – Night Work of Young Persons

International Labour Organisation Convention 131 – Minimum Wages

Wages and benefits shall be at least fully comparable with locally benchmarked industry norms or national legal requirements, whichever is higher. Wages shall always be sufficient for basic needs whilst still providing some discretionary income.

Before entering into employment, workers should be informed as to the payment process.

Wages shall be paid directly to the workers in the form of cash or cheques or into the workers' nominated bank account, at the agreed intervals and in full. Information relating to wages shall be available to workers in an understandable form.

No deductions from wages, other than those required by national law, shall be permitted without the express agreement of the worker concerned. Deduction from wages for disciplinary purposes shall not be permitted.

Regular Employment

All workers shall be provided with simple, written contracts which must detail the terms and conditions of their employment. Contracts should be in the appropriate language for each worker.

Employers must not employ workers on repeated temporary contracts or apprenticeship schemes merely to avoid paying wages and other benefits given to permanent workers. Employers shall encourage workers to participate in all state benefit schemes, especially sickness, injury, and retirement pensions. They shall offer advice to do so, if needed. The Company must take effective steps, which are at least in compliance with the requirement or recommendations of government and/or local labour authorities, to avoid the employment of workers who do not have the legal right to work.

Environment

Suppliers shall seek to make continuous improvements in their environmental performance and, as a minimum, comply with the requirements of local and international laws and regulations. Suppliers shall make practical efforts to minimise the use of energy, water and raw materials: where possible these resources shall be renewable. Suppliers shall make practical efforts to minimise waste and dispose of it in a safe, efficient, and environmentally responsible manner. Suppliers shall avoid contamination of the local environment and ensure that air, noise and odour pollution is within nationally defined limits. Suppliers shall minimise chemical use and abide by international, national and sector specific Codes of Practice for the use of pesticides and chemicals.

Animal Welfare (if applicable)

We expect that our suppliers employ high standards of animal welfare in the rearing of livestock for meat or dairy products, that they shall be treated humanely, are allowed to live free of hunger, thirst, fear, distress, pain, injury disease and transported in line with these requirements. Where animals are used as beasts of burden, ploughing etc., they shall be treated humanely, and allowed to live free of hunger, thirst, fear, distress, pain, injury or disease.

SECTION 3 - SERVICE/PRODUCT SPECIFICATIONS

Scope of Services Required

Enter scope of services/product here

SECTION 4 – PRICING STRUCTURE

Please ensure your pricing is as per the format in [Appendix 1 – Pricing](#).

Additional pricing options may be considered but only on the basis that the pricing format in Appendix 1 is included in your bid.

SECTION 5 – WASABI STANDARD TERMS & CONDITIONS

1. Interpretation

In these conditions the purchaser means Wasabi whose registered office is at 5 Origin Business Park, Rainsford Road, Park Royal, London, NW10 7FW; "the Supplier" means any person, firm, Company or body who is entering into or considering entering into a contractual arrangement with Wasabi; "Goods" means any goods (including Food) or products of whatever nature that are the subject of a contract entered into or being considered between the Supplier and Wasabi; "Services" means any services or services provided or work undertaken of whatever nature that are the subject of a contract entered into by Wasabi and the Supplier. "Food" includes any articles or substances (including drink,

either alcoholic or otherwise) intended for human consumption and any article or substances used as ingredients or processing aids in the preparation of Food;

2. General

- 2.1** All orders or tenders or negotiations are entered into on these terms, which, save for any contract into which they are incorporated shall supersede any other terms appearing elsewhere, and override and exclude any other terms stipulated or incorporated or referred to by the Supplier, whether in the order or in any negotiations and any course of dealing established between Wasabi and the Supplier or any that are customarily accepted or implied in the trade to which any order or agreement relates and/or the Supplier's own conditions of sale. All orders hereafter made by Wasabi shall be deemed to be made subject to these terms.
- 2.2** No modification of these terms (or any agreement into which they are incorporated) shall be affective unless made by an express written agreement between the parties and signed by an authorised officer of Wasabi, the signing by Wasabi of any of the Supplier's documentation shall not imply any modification of these terms and without prejudice to the foregoing generality, these terms exclude and supersede any conditions of sale which the Supplier may seek, or may have sought to apply.

3. Prices

- 3.1** The only price payable shall be that specified in the order or agreement which is (unless otherwise expressly stated) exclusive of VAT but otherwise inclusive of all taxes, levies, duties, carriage, insurance and the like. No Goods shall be delivered, or Services performed against any order at a price in excess of that set out in that order unless the prior written approval of Wasabi has been received.
- 3.2** If at any time during the term of this Agreement any other supplier who is capable of supplying goods and services similar to the Goods or Services in sufficient quantity and to the specification provided to the Supplier by Wasabi, offers to supply those goods or services to Wasabi at prices better than those under the terms of this Agreement, the Supplier will within 30 days reduce their current prices to match the offer made by that alternative supplier. The Supplier shall not increase or vary their prices without Wasabi's written consent and approval. The Supplier must provide Wasabi with at least 3 months written notice in advance of any changes for Wasabi to review and consider any price changes or variations.

4. Payment

- 4.1** Payment will not be made for any Goods delivered or Services performed unless it is subject to an official Wasabi order form. All Goods delivered must be accompanied by a delivery note and upon delivery a signature must be obtained by the Supplier from a representative of Wasabi; such signature will not signify that the Goods have been inspected and/or are acceptable.
- 4.2** Unless otherwise agreed in writing, payment is conditional upon:
- a. Actual physical delivery and acceptance of the Goods or written confirmation from Wasabi as to satisfactory completion of the Services, pursuant to an order from Wasabi and
 - b. Receipt of a correct invoice bearing the order and VAT number of TI and correctly addressed as indicated in the order from Wasabi; and
 - c. All invoices submitted must show VAT separately if applicable.
- Failure to correctly address or quote the order number may seriously delay payment to the Supplier and Wasabi accepts no liability for such delay.
- 4.3** Risk in any Goods shall pass to Wasabi when the Goods have been delivered and inspected by Wasabi and are accepted as being of satisfactory quality in so much

as it is reasonable to determine satisfactory quality from an initial inspection. If any Goods are rejected, risk in those Goods shall remain with the Supplier.

- 4.4** Legal and equitable ownership in any Goods shall pass to Wasabi when the Goods have been delivered to Wasabi at any of its premises as directed or if directed by Wasabi when delivery is made to the premises or any distributor of Wasabi or, if earlier, at the time of payment by Wasabi for the Goods.
- 4.5** Late payments shall attract interest calculated daily from and including the due date up to the date of actual payment at four percent (4%) above the base lending rate (as defined by the Bank of England).
- 4.6** Upon timely invoice receipt, payment shall be made in sterling to the Supplier within 60 days from the date of invoice unless otherwise agreed in writing by Wasabi.
- 5. Delivery**
- 5.1** The time of delivery shall be of the essence of the contract and shall take place when the Goods or Services are received by Wasabi at its premises (as directed to the Supplier) or if so requested by Wasabi at the premises of any third party including but not limited to any party who may be acting from time to time as distributor for Wasabi and Wasabi has reasonably inspected the Goods.
- 5.2** The Supplier shall be entitled only to deliver the Goods in one consignment to all appropriate premises of Wasabi as directed by Wasabi unless otherwise expressly agreed.
- 5.3** If delivery of any item comprised in the Goods or Services has not been made by the delivery date Wasabi shall be entitled to cancel its order in respect of that item. Nothing in this clause shall prevent Wasabi from exercising any rights referred on it by clause 5.1 to terminate the agreement between Wasabi and the Supplier.
- 6. Copyright**
- 6.1** None of the Goods and/or Services supplied or their use shall infringe the copyright, patent, trademark, design (whether or not a registered design) or other intellectual property right of any third party or give rise to any claim against Wasabi for passing off. The Supplier shall indemnify Wasabi against all costs (including but not limited to legal costs), charges, claims, expenses, losses, demands and liabilities incurred or made against Wasabi as a result of any breach or alleged breach of any such third party rights, except and to the extent that Wasabi supplied any design, artwork or copy used in the Goods or Services.
- 6.2** The copyright, patent, design rights or other intellectual property rights in any item produced pursuant to or in connection with any order or agreement to purchase made by Wasabi, including but not limited to any plans, drawings, film and video materials, photographs, models, designs and/or statistics shall belong to Wasabi and the Supplier will, if requested, execute or arrange the execution of a formal written assignment of the same to Wasabi.
- 7. Containers**
- 7.1** All returnable bottles, crates and/or other containers (together "the Returnable Supply Containers") in which the Goods are supplied to Wasabi and all stoppers supplied with any such Returnable Supply Containers supplied to Wasabi shall remain the property of the Supplier.
- 7.2** Wasabi shall make available for collection by the Supplier all Returnable Supply Containers and all stoppers supplied therewith within 2 months ("the Return Period") of the date of delivery by the Supplier to Wasabi. If the Supplier shall fail to collect any such Returnable Supply Containers and all stoppers therewith within the Return

Period, Wasabi shall be entitled to dispose of them at Wasabi's discretion and shall not incur any liability towards the Supplier.

- 7.3** The Supplier shall insure and keep insured the Returnable Supply Containers, stoppers and carbon dioxide tubes at its own cost from the time of delivery to Wasabi. Such insurance shall be all risks and shall be for replacement costs as new. The Supplier shall not do or permit to be done any act or thing which may invalidate the said insurance and shall bear all risks for the Returnable Supply Containers and all stoppers and carbon dioxide tubes supplied therewith whilst at the premises of Wasabi or any distributor appointed by Wasabi.

8. Inspection of Goods

- 8.1** Wasabi, shall endeavour to inspect the Goods where reasonably practicable within 3 days of delivery thereof and shall within 6 days of delivery give notice to the Supplier of any damage to the Goods and shall within 21 days of delivery give notice to the Supplier detailing any ground on which Wasabi alleges that Goods are not in accordance with the contract or order or are defective. In the event that Wasabi notifies the Supplier that the Goods are not in accordance with the contract or order or are so defective Wasabi shall be entitled to return the defective Goods to the Supplier (at the Supplier's expense) and receive replacement Goods of a standard acceptable to Wasabi. Nothing in this clause shall prevent Wasabi from exercising its right to terminate any agreement on the ground of fundamental breach for failing to comply with quality standards.

- 8.2** Where Goods and/or Services supplied by the Supplier do not correspond to the description or specification given, Wasabi shall be entitled to demand from the Supplier the sum of £100 per complaint to recover third party costs if an external investigation determines the Goods and/or Services do not comply with the agreed description or specification. The Supplier shall pay this sum within 30 days of the demand.

9. Warranties and Liabilities

- 9.1** In addition to all other terms and conditions and warranties given or implied by law or otherwise incorporated herein and without prejudice hereto it is a condition of every order placed by and every agreement for purchase entered into by Wasabi, that all Goods or Services ordered and where relevant their packaging will comply strictly and in all respects with the nature, substance, quality, description, specification and quality ordered (and with all samples, if any accepted by Wasabi in writing).
- 9.2** Whenever the Supplier pursuant to any order or purchase agreement attends premises under the control of Wasabi, the Supplier will comply with all instructions, notices and regulations whether statutory or otherwise relating to the security and safety of the premises and of all persons in or about those premises.
- 9.3** The Supplier shall indemnify Wasabi against all costs, charges, claims and demands in respect of damage or injury to property or persons or any other claim whatsoever and howsoever arising as a result of any defect in the Goods or Services for which the Supplier or the employees, sub-contractors or agents of the Supplier are responsible. The Supplier shall ensure that it maintains in force with an insurer of good reputation and security a policy of public liability insurance with a deductible level not exceeding £10,000,000 which will settle the Supplier's liability to Wasabi in the event that the Supplier shall not have sufficient funds to do so itself. The Supplier shall send Wasabi a copy of their public liability insurance certificate each year when it is renewed. The Supplier shall ensure that any sub-contractors also maintain adequate insurance having regard to the obligations under this Agreement.

- 9.4** The Supplier shall be responsible for any property of Wasabi issued to the Supplier in connection with any order or agreement and shall indemnify Wasabi against expenses, claims, liabilities, loss or damage thereto arising from any act or omission of the Supplier or the Supplier's employees, agents or sub-contractors.
- 9.5** In addition to all other terms and conditions and warranties given or implied by law or otherwise incorporated herein and without prejudice the Supplier warrants that all Goods or Services supplied to Wasabi by the Supplier (including all packaging, labels and descriptive matter) and the method of transportation and storage thereof and all Services supplied will comply with all United Kingdom legislation, regulations and relevant European Community directives and regulations relating hereto and in force at the time of delivery and any such additional specification as Wasabi may direct from time to time.
- 9.6** The Supplier shall guarantee that on delivery of all fixtures, fittings and equipment supplied to Wasabi and for a period of 24 months from delivery, the Goods shall be free from material defects.
- 9.7** The Supplier shall immediately indemnify Wasabi against all costs, charges, claims, expenses, losses, demands and liabilities in respect of any breach of the warranty set out in clause 9.5 and 9.6 above.
- 9.8** The Supplier will provide to Wasabi with each supply of Goods including packaging material, information on the properties of the Goods sufficient to alert Wasabi to any taint or contamination characteristic of the Goods and to facilitate the safe storage, handling and transportation of the same.
- 9.9** All Food supplied shall be certified in writing as not having been subject to any irradiation procedure unless otherwise agreed in writing with Wasabi that an irradiated Food shall be supplied.
- 9.10** Wasabi reserves the right:
- a. On reasonable notice to visit and inspect, from time to time, the Goods during manufacture, quality systems and all premises and means of transport used in the supply of Goods and if such premises or quality or means of transport are not under the Supplier's immediate control, the Supplier will ensure reasonable access to the same;
 - b. To take and test samples of the Goods;
 - c. To cancel any order/or reject any delivery of Goods from the Supplier who utilises any premises, means or production, transport or quality control system which Wasabi believes may be injurious to employees or customers;
 - d. To cancel any order for Goods to be supplied or part of the Goods supplied pursuant to that order if they are defective and to cancel any order for the provision of Services where part of the Services supplied to Wasabi have not been performed to the reasonable satisfaction of Wasabi.
- 10. Supplier's Liability**
- 10.1** The Supplier shall indemnify Wasabi in respect of all damage, injury or loss occurring to any person or property and any indirect or consequential loss to Wasabi and against all actions, suits, claims, demands, charges or expenses in connection therewith arising from the condition or use of the Goods or Services in the event and to the extent that the damage, injury or loss shall have been occasioned partly or wholly by the act, omission, negligence or carelessness of the Supplier or his servants or agents or by any breach by the Supplier of its obligations to Wasabi hereunder. Notwithstanding Clause 10.1 above, in the event of any failure on the part of the Supplier to supply the Goods and/or Services of the quality or in the quantity and to the time specified, Wasabi will be entitled to obtain suitable replacement Goods or Services from an alternative source and the Supplier undertakes to reimburse Wasabi for any additional costs in so doing.

11. Termination

- 11.1** Without prejudice to any of the rights of Wasabi, Wasabi shall be entitled to terminate any agreement or reject any delivery of Goods or proffered performance of Services pursuant to any order or agreement forthwith in the event that:
- a. The Supplier commits any material or persistent breach of the agreement;
 - b. The Supplier enters into liquidation (other than for the purpose of amalgamation or reconstruction approved by Wasabi) or the Supplier enters into any Composition with its creditors or suffers any execution or distress order to be levied on its goods or become subject to any administration order;
 - c. The Supplier shall have a receiver of all, or part of the Supplier's assets appointed; The Supplier becomes insolvent or becomes subject to any bankruptcy order. The ownership of or control of the Supplier changes in any way.
- 11.2** In the event of any such rejection or termination, the Supplier shall not be entitled to any compensation or damages in respect of any loss (whether direct, indirect or consequential or otherwise) resulting directly or indirectly there from.
- 11.3** The provisions in clauses 1, 4, 6, 9, 10, 12, 15 and 16 of these terms together with those provisions that either are expressed to survive its expiry or termination or from their nature or context it is contemplated that they are to survive such termination, shall survive termination of the agreement into which these terms are incorporated.
- 11.4** The Supplier may not cancel the order or any contract with Wasabi without the written consent of Wasabi, which if given shall be deemed to be on the express condition that the Supplier shall indemnify Wasabi against all loss, damage, claims or actions arising out of such cancellation unless otherwise agreed in writing.
- ## **12. Miscellaneous**
- 12.1** Without prejudice to any other conditions, Wasabi hereby reserves the right to set off monies owed to Wasabi against any payment due to the Supplier arising from the supply of Goods and/or Services (including any applicable VAT payable) and whether under the terms of any order or agreement or any other transaction between the parties.
- 12.2** The Supplier will arrange for collection of the Goods delivered to Wasabi's premise within 3 working days of Wasabi's notification to the Supplier that the Goods are not acceptable for whatever reason including delivery or quantity of Goods in excess of the quantity ordered. The Supplier shall bear the cost of collection of such Goods. Wasabi reserves the right to store any Goods which are not accepted away from other Goods and shall not have liability if the storage of such Goods shall lead to their deterioration.
- 12.3** Save in relation to Clause 12.9 below, the Supplier shall not assign, transfer, charge or otherwise encumber, create any trust over or deal in any manner with these terms or any agreement into which these terms are incorporated or any right, benefit or interest under it nor transfer, novate (or sub-contract any of that party's obligations under them or it), without Wasabi's prior written consent. Any purported assignment in breach of this clause shall confer no rights on the purported assignee.
- 12.4** Wasabi's order number shown on any order or agreement shall be quoted on all delivery notes; invoices (with Wasabi's VAT number) and shipping and other transport documents, invoices and statements shall be sent to the address indicated for that purpose on the order or agreement.
- 12.5** To the extent that the law permits each party shall not, and shall procure that its employees, agents and officers shall not at any time make use of (other than pursuant to its obligations hereunder) or divulge to any person, firm or corporation any information relating to the other party's affairs or any information received from the other party which is by nature confidential.

- 12.6** Any provision of these conditions which is found by any court or administrative body of competent jurisdiction to be void or unenforceable shall to the extent of such invalidity or enforceability be deemed to be severed and shall not affect any other provision of these conditions.
- 12.7** No waiver or forbearance by Wasabi (whether express or implied) in enforcing any of its rights against the Supplier shall prejudice Wasabi's rights to do so in the future.
- 12.8** Unless expressly provided, Wasabi does not commit to purchase or order any Goods or Services from the Supplier exclusively. Wasabi may at its discretion purchase or order similar Goods or Services from any other supplier, in addition to or as an alternative to the Supplier. Any preferential price given to Wasabi by the Supplier is in consideration of Wasabi agreeing to consider the Supplier as a preferred supplier.
- 12.9** The Supplier hereby assigns ownership of all intellectual property rights (including but not limited to copyright, design rights), in any work created or prepared for Wasabi by the Supplier (other than any trademark or intellectual property right which subsists at the time of entering into this contract or belonging to an unrelated third party) which but for the operation of this clause may have vested in the Supplier. In the event that the Supplier is contracted to Wasabi as a consultant or independent service provider, any such intellectual property rights which are created as a result of the contractual relationship with Wasabi will be owned exclusively by Wasabi. The Supplier will not be entitled to exploit or use (other than in the execution of this contract with Wasabi) such intellectual property rights belonging to Wasabi without Wasabi's prior written consent.
- 12.10** These terms and conditions and any Agreement in which they are incorporated constitute the entire agreement between the parties and the parties acknowledge that no reliance is placed on any previous documents, representations or descriptions provided prior to the signing of this Agreement. Nothing within this clause will limit either party's liability for fraudulent misstatement.
- 12.11** The Supplier and Wasabi agree that the Contracts (Rights of Third Parties) Act 1999 shall be excluded from this Agreement and that any person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term hereof or any agreement into which these terms are incorporated.
- 12.12** Wasabi shall not be liable to the Supplier for any loss of business, loss of goodwill, loss of profits, loss of revenue or any indirect, consequential or incidental damages arising as a result of any act or omission of Wasabi, howsoever arising, including but not limited to any claim under tort or under contract. Nothing within these terms or any agreement into which they are incorporated shall have the effect of excluding or limiting Wasabi from any liability for death, personal injury or fraudulent misrepresentation.
- 12.13** The Supplier shall not offer or provide to any Wasabi director, employee, agent, contractor, or supplier any gifts, entertainment, bribes or enticements. A breach of this clause shall be a material breach of the contract.
- 12.14** The Supplier shall not make any publicity releases or announcements about this agreement including advertising or use of Wasabi intellectual property.
- 12.15** All Suppliers, any sub-contractors and their third parties handling card payments that store, process or transmit any cardholder data must ensure they comply with the Payment Card Industry Data Security Standard and be fully PCI DSS compliant as defined on the Payment Card Industry Standard Security Council (PCI SSC) website. From time to time Wasabi may ask for evidence of this compliance.

13. Quality Complaints

Quality complaints raised by Wasabi will be responded to within 1 hour of the call being received by the Supplier. The corrective action will be identified to ensure no repeat calls and implemented within 24 hours of receiving the first call. Full liaison with any of Wasabi's branches concerned, will be the responsibility of the Supplier including the co-ordination of any product withdrawal. If a product complaint is received which relates to environmental health issues, food standards and/or hygiene Wasabi will refer it to their appointed environmental health consultant.

14. Supplier Audits – Food Suppliers

The Supplier will fund auditing activity required by Wasabi. The fee will be notified to the Supplier by Wasabi prior to the audit being undertaken and shall include the cost of the audit and administration. All copies of audits will be made available to the Supplier and to Wasabi within 3 working days of the audit being completed. The Supplier will co-operate fully with Wasabi or their agents during this auditing process and will make available all documentation reasonably requested by Wasabi or their agent's including, but not limited to, product specification and recipe details.

15. Governing Law

These terms, any agreement into which they are incorporated, and any non-contractual obligations shall be governed by and interpreted in accordance with English law and Wasabi and the Supplier irrevocably submit to exclusive jurisdiction of the English Courts.

16. Notices

Any notice given under or pursuant to any contract or order may be sent by hand or by recorded delivery services (or any similar system of post if recorded delivery ceases to exist) or transmitted by facsimile or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address, as notified to the other party from time to time (in the case of Wasabi address for service of notice shall be its registered office), of the other party shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours, provided that a hard copy of the document confirming the successful transmissions of the notice shall be sent by first class post to the other party within 3 days of the notice being given.

17. Force Majeure

17.1 For the purposes of this Agreement, "Force Majeure Event" shall mean any event beyond the reasonable control of a party including, but not limited to, acts of God, war, riots, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, accident, fire, flood, storm. For the avoidance of doubt, strikes, industrial action, third party insolvency or failure shall not be considered to be Force Majeure Events nor shall any event which would but for this clause 17 constitute a breach of clause 10 be considered to be a Force Majeure Event.

17.2 If either party is prevented, hindered or delayed from performing any of its obligations under this Agreement by reason of a Force Mature Event, it shall notify the other party immediately in writing declaring the extent of the Force Mature Event, the date of its commencement and the effects of the Force Mature Event on its ability to perform its obligations under this Agreement. The obligations of the party seeking to rely upon this clause shall thereupon be suspended for so long as the Force Majeure Event shall continue. The party affected by the Force Majeure Event shall use its best endeavours to minimise the effects thereof and shall resume performance as soon as possible after removal of such event. If the period of non-performance exceeds 60 days from the receipt of the notice of the Force Majeure

Event, the party whose performance has not been so affected may terminate this Agreement forthwith by serving notice of the same on the other party.

18. Inadequacy of Damages

Without prejudice to any other rights or remedies that Wasabi have, the Supplier acknowledges and agrees that damages alone would not be an adequate remedy for any breach by the Supplier of the provisions of this Agreement and that accordingly Wasabi shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of this Agreement.

19. Partnership or Joint Venture

This contract shall not operate so as to create a partnership or joint venture of any kind or make either party the agent to the other.

SECTION 6 – ADDITIONAL DOCUMENTS

Insert as relevant....

SECTION 7 – FORM OF OFFER

..... (the Offeror)
 of.....

Agrees

1. that this Offer and any contract arising from it shall be subject to the terms of Wasabi's Contract of Supply and our Standard Terms and Conditions; and
2. to supply goods/services of the exact quality, sort and price specified in the Price Schedule in such quantities to such extent and at such times and locations as ordered by Wasabi.
3. that this offer is made in good faith and that we have not fixed or adjusted the amount of the offer by or in accordance with any agreement or arrangement with any other person.
4. that the information provided within the offer is accurate and no information that could be deemed as important to the successful execution of the resulting contract has been intentionally left out.
5. that in the event of the project being extended or adjusted by Wasabi within the contract timescales we will provide additional resources requested by Wasabi at no more than the applicable resource rates indicated in the price breakdown which forms part of our detailed response appended hereto.
6. that this offer will remain open for acceptance for a period of up to 90 days from the tender return date.

Date.....

Name (print).....

Signature.....

Title.....

Wasabi

INVITATION TO TENDER FOR THE NATIONAL SUPPLY AND DELIVERY OF XXXXXXXXXXXXX

Return date: xxxxxxxxx

7. Tender Summary Sheet

Purchasing Policies & Procedures
September 2020

The Tender Summary Sheet is to be completed internally, by the contract owner to ensure that the tender criteria specified is shared, discussed and agreed prior to issue:

Tender Summary Sheet – National xxxxxxxx Contracts

Tender Subject:	Tender for National Supply of xxxxxxxx
Overview:	<p>Approach Full tender to existing and new suppliers. Tender Issue XXXXXXXXXXXX followed by a number of follow-up negotiations. Marketing priority given to best value products albeit all key products will remain available to Branch Managers and in line with segmentation approach. Contract expiry to be staggered to manage co-terminus risk. X-X year fixed contracts awarded XXXXXXXX Branch communication - ongoing Contract award and implementation to start on XXXXXXXX.</p> <p>Justification Previous experience of competitive commercial terms. Opportunity for addition visibility and volume for proactive suppliers. Supplier rationalisation.</p>
Tender Value:	Estimated at £xk
Start date and Term:	X - X months from XXXXXX. Cost prices lowered by 1% on contract anniversary.
Applicability:	Supply to all branches
Tender Review:	N/A
Pricing Structure Requested:	As detailed in Appendix 1
Retro:	Net prices requested – retro's may be accepted if this format improves commercial terms
Early Termination:	Material breach, insolvency and takeover
Set Up Cost:	N/A
Maximum Exit / Termination Fee:	Nil
Notice Period:	3 months rolling post initial fixed period - either party
Listing Fee:	Listing fee may be applicable if this improves overall commercial terms
Payment Terms:	60 day from date of invoice
Warranty:	N/A
Volume Commitment:	No volume commitment
Volume Based Retros:	TBC
Reciprocal Trading:	N/A
Performance Reviews:	Quarterly
Other Pertinent Areas:	Technical Services, Anti-Bribery Code of Conduct.
Wasabi Owner:	Xxxxxxx Xxxxxxxx
Signature:	

Date:	
Purchasing Executive:	
Signature:	
Date:	
Approved (signature):	
Position:	XXXXXXXXXXXXXXXXXX
Date:	

8. Sample Supply Contract

Purchasing Policies & Procedures
September 2020

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PARTIES

1	Wasabi incorporated and registered in England and Wales with Company number 04431046 whose registered office is at 5 Origin Business Park, Rainsford Road, Park Royal, London, NW10 7FW (the Customer).
2	XXXXXXXX of XXXXXXXXXXXXXXX, with Company number XXXXXXXXX (the Supplier).

1. AGREEMENT

The following list of terms represents the agreement reached between Wasabi and the Supplier in relation to the supply of XXXXXXXX "the Goods" as requested from time to time by the Customer and specified in Appendix II Product Specifications by the Supplier. This agreement is subject to the standard terms and conditions of the Customer, copy attached, and which shall be incorporated into this Agreement, to the extent that they do not conflict with the terms of this agreement, which will prevail.

2. TERM OF THE AGREEMENT

This agreement shall commence on XXXXXXXX for a minimum period of X months and shall continue thereafter unless terminated by either party upon the expiry of three month's written notice to the other, such written notice not to expire before XXXXXXXXXXXX or in accordance with any other provision of this agreement.

3. SUPPLY

The Supplier agrees to supply the Goods to the Customer's national distribution network or any other address as advised from time to time by the Customer unless it has been agreed in advance in writing that the Customer will collect the Goods from the Supplier. The Supplier acknowledges that nothing within this agreement will require the Customer to order a minimum quantity of the Goods from the Supplier or prevent the Customer from obtaining similar products from any other source.

4. OVER DELIVERY

The Customer shall be under no obligation to accept or pay for any Goods supplied in excess of the quantity ordered. If the Customer elects not to accept such over-delivered Goods it shall give notice in writing to the Supplier to remove them within five (5) working days and indemnify the Customer for all expenses incurred by it as a result of such over-delivery (including but not limited to the costs of moving and storing the Goods), failing which the Customer may dispose of such Goods and charge the Supplier for the costs of such disposal. The risk in any over-delivered Goods shall remain with the Supplier unless they are accepted by the Customer.

5. TIME FOR DELIVERY

The Supplier will deliver the Goods in a manner and by all such times as instructed by the Customer. Time of delivery of the Goods shall be of the essence.

6. THE GOODS

6.1 The Supplier shall ensure that the Goods:

(a) correspond with their description and any applicable specification as agreed between the parties from time to time,

(b) be of a satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Seller's skill and judgment.

(c) where applicable, be free from defects in design, material and workmanship and remain so for the duration of the contract.

6.2 In the event that the Customer notifies the Supplier that the Goods are not in accordance with the provisions of clause 6.1:

The Customer shall be entitled to return the defective Goods to the Supplier (at the Seller's expense) and receive replacement Goods of a standard acceptable to the Customer, and;

The Customer shall be entitled to demand from the Supplier the sum of £100 per complaint to recover third party costs if an external investigation determines the Goods do not comply with clause 6.1 The Supplier shall pay this sum within 30 days of the demand.

6.3. Nothing in clause 6.2 shall prevent the Customer from exercising any other legal or contractual rights for the breach of clause 6.

6.4. If requested by the Customer, the Supplier shall provide the Customer with samples of Goods for evaluation and approval, at the Supplier's cost and expense.

6.5. The range of products purchased by the Customer from the Supplier may occasionally change, any new products purchased from the Supplier during the term of this agreement will also be subject to these terms.

7. PRICE

The price for the Goods will be as per Appendix I ("The Price"). The Price cannot be varied without written agreement from both parties.

8. PAYMENT TERMS

The Supplier shall invoice the Customer or its agents (as instructed by the Customer from time to time) upon delivery of the Goods for the Price. The Customer shall pay the Supplier for the amount which is correctly invoiced, and which must match the goods delivered by the Supplier and the agreed price. Payment will be made to the Supplier within 60 days from the Friday following the date of receipt by the Customer of the correct invoice.

9. PRODUCT SPECIFICATION

All Goods supplied by the Supplier under this Agreement must comply with the description specified by the Customer. This Agreement will always refer to the latest version of the specification duly approved by both parties.

10. DEFECTIVE PRODUCT RECALL PROCEDURE

The Supplier will comply with the Customer's Complaints and Recall Procedure which is included as part of our Terms & Conditions (12.2)

11. PERFORMANCE REVIEWS

The Customer and the Supplier agree to meet on a quarterly basis to discuss the performance of the contract.

12. RESPONSIBLE SOURCING PRINCIPLES AND CODE OF PRACTICE

The Supplier agrees to comply with the Customer's Responsible Sourcing Principles and Code of Practice. A copy of which is attached as Appendix X.

13. STANDARD TERMS AND CONDITIONS

1. Interpretation

In these conditions the purchaser means Wasabi whose registered office is at 5 Origin Business Park, Rainsford Road, Park Royal, London, NW10 7FW; "the Supplier" means any person, firm, Company or body who is entering into or considering entering into a contractual arrangement with Wasabi; "Goods" means any goods (including Food) or products of whatever nature that are the subject of a contract entered into or being considered between the Supplier and Wasabi; "Services" means any services or services provided or work undertaken of whatever nature that are the subject of a contract entered into by Wasabi and the Supplier. "Food" includes any articles or substances (including drink, either alcoholic or otherwise) intended for human consumption and any article or substances used as ingredients or processing aids in the preparation of Food;

2. General

- 2.1** All orders or tenders or negotiations are entered into on these terms, which, save for any contract into which they are incorporated shall supersede any other terms appearing elsewhere, and override and exclude any other terms stipulated or incorporated or referred to by the Supplier, whether in the order or in any negotiations and any course of dealing established between Wasabi and the Supplier or any that are customarily accepted or implied in the trade to which any order or agreement relates and/or the Supplier's own conditions of sale. All orders hereafter made by Wasabi shall be deemed to be made subject to these terms.
- 2.2** No modification of these terms (or any agreement into which they are incorporated) shall be affective unless made by an express written agreement between the parties and signed by an authorised officer of Wasabi, the signing by Wasabi of any of the Supplier's documentation shall not imply any modification of these terms and without prejudice to the foregoing generality, these terms exclude and supersede any conditions of sale which the Supplier may seek, or may have sought to apply.
- ### 3. Prices
- 3.1** The only price payable shall be that specified in the order or agreement which is (unless otherwise expressly stated) exclusive of VAT but otherwise inclusive of all taxes, levies, duties, carriage, insurance and the like. No Goods shall be delivered, or Services performed against any order at a price in excess of that set out in that order unless the prior written approval of Wasabi has been received.
- 3.2** If at any time during the term of this Agreement any other supplier who is capable of supplying goods and services similar to the Goods or Services in sufficient quantity

and to the specification provided to the Supplier by Wasabi, offers to supply those goods or services to Wasabi at prices better than those under the terms of this Agreement, the Supplier will within 30 days reduce their current prices to match the offer made by that alternative supplier. The Supplier shall not increase or vary their prices without Wasabi's written consent and approval. The Supplier must provide Wasabi with at least 3 months written notice in advance of any changes for Wasabi to review and consider any price changes or variations.

4. Payment

- 4.1** Payment will not be made for any Goods delivered or Services performed unless it is subject to an official Wasabi order form. All Goods delivered must be accompanied by a delivery note and upon delivery a signature must be obtained by the Supplier from a representative of Wasabi; such signature will not signify that the Goods have been inspected and/or are acceptable.
- 4.2** Unless otherwise agreed in writing, payment is conditional upon:
- a. Actual physical delivery and acceptance of the Goods or written confirmation from Wasabi as to satisfactory completion of the Services, pursuant to an order from Wasabi and
 - b. Receipt of a correct invoice bearing the order and VAT number of TI and correctly addressed as indicated in the order from Wasabi; and
 - c. All invoices submitted must show VAT separately if applicable.
- Failure to correctly address or quote the order number may seriously delay payment to the Supplier and Wasabi accepts no liability for such delay.
- 4.3** Risk in any Goods shall pass to Wasabi when the Goods have been delivered and inspected by Wasabi and are accepted as being of satisfactory quality in so much as it is reasonable to determine satisfactory quality from an initial inspection. If any Goods are rejected, risk in those Goods shall remain with the Supplier.
- 4.4** Legal and equitable ownership in any Goods shall pass to Wasabi when the Goods have been delivered to Wasabi at any of its premises as directed or if directed by Wasabi when delivery is made to the premises or any distributor of Wasabi or, if earlier, at the time of payment by Wasabi for the Goods.
- 4.5** Late payments shall attract interest calculated daily from and including the due date up to the date of actual payment at four percent (4%) above the base lending rate (as defined by the Bank of England).
- 4.6** Upon timely invoice receipt, payment shall be made in sterling to the Supplier within 60 days from the date of invoice unless otherwise agreed in writing by Wasabi.

5. Delivery

- 5.1** The time of delivery shall be of the essence of the contract and shall take place when the Goods or Services are received by Wasabi at its premises (as directed to the Supplier) or if so requested by Wasabi at the premises of any third party including but not limited to any party who may be acting from time to time as distributor for Wasabi and Wasabi has reasonably inspected the Goods.
- 5.2** The Supplier shall be entitled only to deliver the Goods in one consignment to all appropriate premises of Wasabi as directed by Wasabi unless otherwise expressly agreed.
- 5.3** If delivery of any item comprised in the Goods or Services has not been made by the delivery date Wasabi shall be entitled to cancel its order in respect of that item. Nothing in this clause shall prevent Wasabi from exercising any rights referred on it by clause 5.1 to terminate the agreement between Wasabi and the Supplier.

6. Copyright

- 6.1** None of the Goods and/or Services supplied or their use shall infringe the copyright, patent, trademark, design (whether or not a registered design) or other intellectual property right of any third party or give rise to any claim against Wasabi for passing off. The Supplier shall indemnify Wasabi against all costs (including but not limited to legal costs), charges, claims, expenses, losses, demands and liabilities incurred or made against Wasabi as a result of any breach or alleged breach of any such third party rights, except and to the extent that Wasabi supplied any design, artwork or copy used in the Goods or Services.
- 6.2** The copyright, patent, design rights or other intellectual property rights in any item produced pursuant to or in connection with any order or agreement to purchase made by Wasabi, including but not limited to any plans, drawings, film and video materials, photographs, models, designs and/or statistics shall belong to Wasabi and the Supplier will, if requested, execute or arrange the execution of a formal written assignment of the same to Wasabi.

7. Containers

- 7.1** All returnable bottles, crates and/or other containers (together "the Returnable Supply Containers") in which the Goods are supplied to Wasabi and all stoppers supplied with any such Returnable Supply Containers supplied to Wasabi shall remain the property of the Supplier.
- 7.2** Wasabi shall make available for collection by the Supplier all Returnable Supply Containers and all stoppers supplied therewith within 2 months ("the Return Period") of the date of delivery by the Supplier to Wasabi. If the Supplier shall fail to collect any such Returnable Supply Containers and all stoppers therewith within the Return Period, Wasabi shall be entitled to dispose of them at Wasabi's discretion and shall not incur any liability towards the Supplier.
- 7.3** The Supplier shall insure and keep insured the Returnable Supply Containers, stoppers and carbon dioxide tubes at its own cost from the time of delivery to Wasabi. Such insurance shall be all risks and shall be for replacement costs as new. The Supplier shall not do or permit to be done any act or thing which may invalidate the said insurance and shall bear all risks for the Returnable Supply Containers and all stoppers and carbon dioxide tubes supplied therewith whilst at the premises of Wasabi or any distributor appointed by Wasabi.

8. Inspection of Goods

- 8.1** Wasabi, shall endeavour to inspect the Goods where reasonably practicable within 3 days of delivery thereof and shall within 6 days of delivery give notice to the Supplier of any damage to the Goods and shall within 21 days of delivery give notice to the Supplier detailing any ground on which Wasabi alleges that Goods are not in accordance with the contract or order or are defective. In the event that Wasabi notifies the Supplier that the Goods are not in accordance with the contract or order or are so defective Wasabi shall be entitled to return the defective Goods to the Supplier (at the Supplier's expense) and receive replacement Goods of a standard acceptable to Wasabi. Nothing in this clause shall prevent Wasabi from exercising its right to terminate any agreement on the ground of fundamental breach for failing to comply with quality standards.
- 8.2** Where Goods and/or Services supplied by the Supplier do not correspond to the description or specification given, Wasabi shall be entitled to demand from the Supplier the sum of £100 per complaint to recover third party costs if an external investigation determines the Goods and/or Services do not comply with the agreed

description or specification. The Supplier shall pay this sum within 30 days of the demand.

9. Warranties and Liabilities

- 9.1** In addition to all other terms and conditions and warranties given or implied by law or otherwise incorporated herein and without prejudice hereto it is a condition of every order placed by and every agreement for purchase entered into by Wasabi, that all Goods or Services ordered and where relevant their packaging will comply strictly and in all respects with the nature, substance, quality, description, specification and quality ordered (and with all samples, if any accepted by Wasabi in writing).
- 9.2** Whenever the Supplier pursuant to any order or purchase agreement attends premises under the control of Wasabi, the Supplier will comply with all instructions, notices and regulations whether statutory or otherwise relating to the security and safety of the premises and of all persons in or about those premises.
- 9.3** The Supplier shall indemnify Wasabi against all costs, charges, claims and demands in respect of damage or injury to property or persons or any other claim whatsoever and howsoever arising as a result of any defect in the Goods or Services for which the Supplier or the employees, sub-contractors or agents of the Supplier are responsible. The Supplier shall ensure that it maintains in force with an insurer of good reputation and security a policy of public liability insurance with a deductible level not exceeding £10,000,000 which will settle the Supplier's liability to Wasabi in the event that the Supplier shall not have sufficient funds to do so itself. The Supplier shall send Wasabi a copy of their public liability insurance certificate each year when it is renewed. The Supplier shall ensure that any sub-contractors also maintain adequate insurance having regard to the obligations under this Agreement.
- 9.4** The Supplier shall be responsible for any property of Wasabi issued to the Supplier in connection with any order or agreement and shall indemnify Wasabi against expenses, claims, liabilities, loss or damage thereto arising from any act or omission of the Supplier or the Supplier's employees, agents or sub-contractors.
- 9.5** In addition to all other terms and conditions and warranties given or implied by law or otherwise incorporated herein and without prejudice the Supplier warrants that all Goods or Services supplied to Wasabi by the Supplier (including all packaging, labels and descriptive matter) and the method of transportation and storage thereof and all Services supplied will comply with all United Kingdom legislation, regulations and relevant European Community directives and regulations relating hereto and in force at the time of delivery and any such additional specification as Wasabi may direct from time to time.
- 9.6** The Supplier shall guarantee that on delivery of all fixtures, fittings and equipment supplied to Wasabi and for a period of 24 months from delivery, the Goods shall be free from material defects.
- 9.7** The Supplier shall immediately indemnify Wasabi against all costs, charges, claims, expenses, losses, demands and liabilities in respect of any breach of the warranty set out in clause 9.5 and 9.6 above.
- 9.8** The Supplier will provide to Wasabi with each supply of Goods including packaging material, information on the properties of the Goods sufficient to alert Wasabi to any taint or contamination characteristic of the Goods and to facilitate the safe storage, handling and transportation of the same.
- 9.9** All Food supplied shall be certified in writing as not having been subject to any irradiation procedure unless otherwise agreed in writing with Wasabi that an irradiated Food shall be supplied.
- 9.10** Wasabi reserves the right:

- a. On reasonable notice to visit and inspect, from time to time, the Goods during manufacture, quality systems and all premises and means of transport used in the supply of Goods and if such premises or quality or means of transport are not under the Supplier's immediate control, the Supplier will ensure reasonable access to the same;
- b. To take and test samples of the Goods;
- c. To cancel any order/or reject any delivery of Goods from the Supplier who utilises any premises, means or production, transport or quality control system which Wasabi believes may be injurious to employees or customers;
- d. To cancel any order for Goods to be supplied or part of the Goods supplied pursuant to that order if they are defective and to cancel any order for the provision of Services where part of the Services supplied to Wasabi have not been performed to the reasonable satisfaction of Wasabi.

10. Supplier's Liability

10.1 The Supplier shall indemnify Wasabi in respect of all damage, injury or loss occurring to any person or property and any indirect or consequential loss to Wasabi and against all actions, suits, claims, demands, charges or expenses in connection therewith arising from the condition or use of the Goods or Services in the event and to the extent that the damage, injury or loss shall have been occasioned partly or wholly by the act, omission, negligence or carelessness of the Supplier or his servants or agents or by any breach by the Supplier of its obligations to Wasabi hereunder. Notwithstanding Clause 10.1 above, in the event of any failure on the part of the Supplier to supply the Goods and/or Services of the quality or in the quantity and to the time specified, Wasabi will be entitled to obtain suitable replacement Goods or Services from an alternative source and the Supplier undertakes to reimburse Wasabi for any additional costs in so doing.

11. Termination

- 11.1** Without prejudice to any of the rights of Wasabi, Wasabi shall be entitled to terminate any agreement or reject any delivery of Goods or proffered performance of Services pursuant to any order or agreement forthwith in the event that:
- a. The Supplier commits any material or persistent breach of the agreement;
 - b. The Supplier enters into liquidation (other than for the purpose of amalgamation or reconstruction approved by Wasabi) or the Supplier enters into any Composition with its creditors or suffers any execution or distress order to be levied on its goods or become subject to any administration order;
 - c. The Supplier shall have a receiver of all, or part of the Supplier's assets appointed; The Supplier becomes insolvent or becomes subject to any bankruptcy order. The ownership of or control of the Supplier changes in any way.
- 11.2** In the event of any such rejection or termination, the Supplier shall not be entitled to any compensation or damages in respect of any loss (whether direct, indirect or consequential or otherwise) resulting directly or indirectly there from.
- 11.3** The provisions in clauses 1, 4, 6, 9, 10, 12, 15 and 16 of these terms together with those provisions that either are expressed to survive its expiry or termination or from their nature or context it is contemplated that they are to survive such termination, shall survive termination of the agreement into which these terms are incorporated.
- 11.4** The Supplier may not cancel the order or any contract with Wasabi without the written consent of Wasabi, which if given shall be deemed to be on the express condition that the Supplier shall indemnify Wasabi against all loss, damage, claims or actions arising out of such cancellation unless otherwise agreed in writing.

12. Miscellaneous

- 12.1** Without prejudice to any other conditions, Wasabi hereby reserves the right to set off monies owed to Wasabi against any payment due to the Supplier arising from the supply of Goods and/or Services (including any applicable VAT payable) and whether under the terms of any order or agreement or any other transaction between the parties.
- 12.2** The Supplier will arrange for collection of the Goods delivered to Wasabi's premise within 3 working days of Wasabi's notification to the Supplier that the Goods are not acceptable for whatever reason including delivery or quantity of Goods in excess of the quantity ordered. The Supplier shall bear the cost of collection of such Goods. Wasabi reserves the right to store any Goods which are not accepted away from other Goods and shall not have liability if the storage of such Goods shall lead to their deterioration.
- 12.3** Save in relation to Clause 12.9 below, the Supplier shall not assign, transfer, charge or otherwise encumber, create any trust over or deal in any manner with these terms or any agreement into which these terms are incorporated or any right, benefit or interest under it nor transfer, novate (or sub-contract any of that party's obligations under them or it), without Wasabi's prior written consent. Any purported assignment in breach of this clause shall confer no rights on the purported assignee.
- 12.4** Wasabi's order number shown on any order or agreement shall be quoted on all delivery notes; invoices (with Wasabi's VAT number) and shipping and other transport documents, invoices and statements shall be sent to the address indicated for that purpose on the order or agreement.
- 12.5** To the extent that the law permits each party shall not, and shall procure that its employees, agents and officers shall not at any time make use of (other than pursuant to its obligations hereunder) or divulge to any person, firm or corporation any information relating to the other party's affairs or any information received from the other party which is by nature confidential.
- 12.6** Any provision of these conditions which is found by any court or administrative body of competent jurisdiction to be void or unenforceable shall to the extent of such invalidity or enforceability be deemed to be severed and shall not affect any other provision of these conditions.
- 12.7** No waiver or forbearance by Wasabi (whether express or implied) in enforcing any of its rights against the Supplier shall prejudice Wasabi's rights to do so in the future.
- 12.8** Unless expressly provided, Wasabi does not commit to purchase or order any Goods or Services from the Supplier exclusively. Wasabi may at its discretion purchase or order similar Goods or Services from any other supplier, in addition to or as an alternative to the Supplier. Any preferential price given to Wasabi by the Supplier is in consideration of Wasabi agreeing to consider the Supplier as a preferred supplier.
- 12.9** The Supplier hereby assigns ownership of all intellectual property rights (including but not limited to copyright, design rights), in any work created or prepared for Wasabi by the Supplier (other than any trademark or intellectual property right which subsists at the time of entering into this contract or belonging to an unrelated third party) which but for the operation of this clause may have vested in the Supplier. In the event that the Supplier is contracted to Wasabi as a consultant or independent service provider, any such intellectual property rights which are created as a result of the contractual relationship with Wasabi will be owned exclusively by Wasabi. The Supplier will not be entitled to exploit or use (other than in the execution of this contract with Wasabi) such intellectual property rights belonging to Wasabi without Wasabi's prior written consent.
- 12.10** These terms and conditions and any Agreement in which they are incorporated constitute the entire agreement between the parties and the parties acknowledge

that no reliance is placed on any previous documents, representations or descriptions provided prior to the signing of this Agreement. Nothing within this clause will limit either party's liability for fraudulent misstatement.

- 12.11** The Supplier and Wasabi agree that the Contracts (Rights of Third Parties) Act 1999 shall be excluded from this Agreement and that any person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term hereof or any agreement into which these terms are incorporated.
- 12.12** Wasabi shall not be liable to the Supplier for any loss of business, loss of goodwill, loss of profits, loss of revenue or any indirect, consequential or incidental damages arising as a result of any act or omission of Wasabi, howsoever arising, including but not limited to any claim under tort or under contract. Nothing within these terms or any agreement into which they are incorporated shall have the effect of excluding or limiting Wasabi from any liability for death, personal injury or fraudulent misrepresentation.
- 12.13** The Supplier shall not offer or provide to any Wasabi director, employee, agent, contractor, or supplier any gifts, entertainment, bribes or enticements. A breach of this clause shall be a material breach of the contract.
- 12.14** The Supplier shall not make any public releases or announcements about this agreement including advertising or use of Wasabi intellectual property.
- 12.15** All Suppliers, any sub-contractors and their third parties handling card payments that store, process or transmit any cardholder data must ensure they comply with the Payment Card Industry Data Security Standard and be fully PCI DSS compliant as defined on the Payment Card Industry Standard Security Council (PCI SSC) website. From time to time Wasabi may ask for evidence of this compliance.

13. Quality Complaints

Quality complaints raised by Wasabi will be responded to within 1 hour of the call being received by the Supplier. The corrective action will be identified to ensure no repeat calls and implemented within 24 hours of receiving the first call. Full liaison with any of Wasabi's public houses concerned, will be the responsibility of the Supplier including the co-ordination of any product withdrawal. If a product complaint is received which relates to environmental health issues, food standards and/or hygiene Wasabi will refer it to their appointed environmental health consultant.

14. Supplier Audits – Food Suppliers

The Supplier will fund auditing activity required by Wasabi. The fee will be notified to the Supplier by Wasabi prior to the audit being undertaken and shall include the cost of the audit and administration. All copies of audits will be made available to the Supplier and to Wasabi within 3 working days of the audit being completed. The Supplier will co-operate fully with Wasabi or their agents during this auditing process and will make available all documentation reasonably requested by Wasabi or their agent's including, but not limited to, product specification and recipe details.

15. Governing Law

These terms, any agreement into which they are incorporated, and any non-contractual obligations shall be governed by and interpreted in accordance with English law and Wasabi and the Supplier irrevocably submit to exclusive jurisdiction of the English Courts.

16. Notices

Any notice given under or pursuant to any contract or order may be sent by hand or by recorded delivery services (or any similar system of post if recorded delivery ceases to exist) or transmitted by facsimile or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address, as notified to the other party from time to time (in the case of Wasabi address for service of notice shall be its registered office), of the other party shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours, provided that a hard copy of the document confirming the successful transmissions of the notice shall be sent by first class post to the other party within 3 days of the notice being given.

17. Force Majeure

17.1 For the purposes of this Agreement, "Force Majeure Event" shall mean any event beyond the reasonable control of a party including, but not limited to, acts of God, war, riots, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, accident, fire, flood, storm. For the avoidance of doubt, strikes, industrial action, third party insolvency or failure shall not be considered to be Force Majeure Events nor shall any event which would but for this clause 17 constitute a breach of clause 10 be considered to be a Force Majeure Event.

17.2 If either party is prevented, hindered or delayed from performing any of its obligations under this Agreement by reason of a Force Mature Event, it shall notify the other party immediately in writing declaring the extent of the Force Mature Event, the date of its commencement and the effects of the Force Mature Event on its ability to perform its obligations under this Agreement. The obligations of the party seeking to rely upon this clause shall thereupon be suspended for so long as the Force Majeure Event shall continue. The party affected by the Force Majeure Event shall use its best endeavours to minimise the effects thereof and shall resume performance as soon as possible after removal of such event. If the period of non-performance exceeds 60 days from the receipt of the notice of the Force Majeure Event, the party whose performance has not been so affected may terminate this Agreement forthwith by serving notice of the same on the other party.

18. Inadequacy of Damages

Without prejudice to any other rights or remedies that Wasabi have, the Supplier acknowledges and agrees that damages alone would not be an adequate remedy for any breach by the Supplier of the provisions of this Agreement and that accordingly Wasabi shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of this Agreement.

19. Partnership or Joint Venture

This contract shall not operate so as to create a partnership or joint venture of any kind or make either party the agent to the other.

APPENDIX 1 - PRICING

Wasabi Code	Description	Pack Size	Price per each	Price per pack

The above pricing will be fixed for the duration of the agreement.

APPENDIX 2 – PRODUCT SPECIFICATIONS

All Goods supplied by the Supplier under this Agreement must comply with the description specified by Wasabi. This Agreement will always refer to the latest version of the specification duly approved by both parties.

9. Sample Confidentiality Agreement

Purchasing Policies & Procedures
September 2020

[HEADED PAPER]

Confidentiality Agreement

DATE: XXXXXX

PARTIES:

- (1) **WASABI**, a Company incorporated in England and Wales (registration number 04431046) having its registered office at 5 Origin Business Park, Rainsford Road, Park Royal, London, NW10 7FW (the “**Discloser**”); and
- (2) **[INSERT CORPORATE]**, of [ADDRESS] (the “**Recipient**”).

AGREEMENT:

1. Definitions

In this Agreement:

“**Agreement**” means this non-disclosure agreement and any amendments to it from time to time;

“**Confidential Information**” means any and all information (quantitative or descriptive) disclosed by the Discloser to the Recipient before the end of the Term (whether disclosed in writing, electronically, orally or otherwise) that at the time of disclosure should have been reasonably understood by the Recipient to be confidential;

“**Permitted Purpose**” **[INSERT DETAILS OF PERMITTED PURPOSE]**

2. Term

This Agreement will come into force on XXXXXX and will continue in force until completion of the Permitted Purpose, unless terminated earlier in accordance with Clause 5.

3. Confidentiality obligations

- 3.1 The Recipient, and all its partners, officers and employees, agree and undertake that they will keep all Confidential Information secure and strictly confidential and will not disclose any part of it to any other person without the Discloser’s prior written consent.
- 3.2 The Recipient will not disclose any Confidential Information to any other person other than their partners, directors, officers or employees who are directly concerned with the Permitted Purpose.
- 3.2 This Clause 3 imposes no obligations upon the Recipient with respect to information which:
 - i. at the time of disclosure is already in the public domain;
 - ii. is known to the Recipient before disclosure by the Discloser, and is not subject to any obligation of confidentiality;
 - iii. is or becomes publicly known through no act or default on the part of the Recipient.
- 3.3 The Recipient undertakes that they will inform the Discloser promptly if, for whatever reason, any disclosure of Confidential Information occurs in breach of the Recipients obligations under this Agreement
- 3.4 The restrictions in Clause 3 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, judicial or governmental order. Where legally possible the Recipient will inform the Discloser promptly, and prior to disclosure, so that appropriate representations can be made. The Recipient agrees to provide such assistance

to the Discloser in relation to any action the Discloser may decide to take to resist disclosure. If the Recipient is required to made disclosure, they shall only do so to the extent to which they are advised in writing by their legal advisors that they are obliged to do but not further or otherwise.

- 3.5 The Recipient will use the Discloser's Confidential Information solely for the Permitted Purpose and for no other purpose whatsoever.
- 3.6 The Recipient will be directly responsible to the Discloser for any direct loss or direct damage caused by any unauthorised disclosure, or any other failure by it, or any of its associates that are, or may be, involved in the Permitted Purpose.
- 3.7 The Recipient will not make or permit or assist any person to make any announcement or disclosure in relation to the Permitted Purpose without the Discloser's prior written consent signed by a director or the Company secretary.
- 3.8 The Recipient will indemnify the Discloser against any loss, damages or costs (legal or other) of whatever nature suffered or incurred by the Discloser as a result of any breach by the Recipient of this agreement. The parties agree that damages alone may not be an adequate remedy for any breach and the Discloser shall be entitled to seek the remedies of injunction, specific performance or other equitable remedies in relation to any breach of this Agreement

4. Warranties

- 4.1 The Recipient warrants to the Discloser that it has the legal right and authority to enter into and perform its obligations under this Agreement.
- 4.2 The Discloser accepts no responsibility for and makes no representations, express or implied with respect to the accuracy or completeness of the Confidential Information disclosed to the Recipient and will have no liability to the Recipient or any other person resulting from the use of the Confidential Information, except as may otherwise be expressly agreed between the parties.
- 4.3 The confidentiality obligations shall continue for a period of 3 years from the date of disclosure or until the information disclosed is no longer commercially sensitive or confidential, whichever is the later.
- 4.4. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

5. Termination

- 5.1 Either party may terminate this Agreement at any time by giving 7 days written notice of termination to the other party.
- 5.2 Upon termination:
 - (a) The Recipient will immediately cease to use the Confidential Information; and
 - (b) all the provisions of this Agreement will cease to have effect, save that the following provisions of this Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses 1, 3, 4 and 5.

- 5.3 Within 5 working days following the date of effective termination of this Agreement the Recipient will destroy or return to the Discloser (at the Discloser's option) all media containing Confidential Information, and will irrevocably delete and remove all Confidential Information from its computer systems and will destroy (or return to the Discloser) all written materials containing the Discloser's Confidential Information and or destroy all copies of all reports, memoranda or other records in its possession insofar as they contain the Discloser's Confidential Information. In any event on completion of the Permitted Purpose the Recipient will, unless otherwise agreed in writing, return or destroy all of the Discloser's Confidential Information.
- 5.4 Termination of this Agreement will not affect either party's accrued rights as at the date of termination.
- 6. Variation**
- 6.1 Any variation to this Agreement is only valid if it is writing and signed by both Parties.
- 7. Notices**
- 7.1 Any notices served under the Agreement must be properly addressed and hand delivered or sent by recorded delivery to the address of the party as set out in this Agreement
- 8. Entire Agreement**
- 8.1 This Agreement contains the entire agreement between the parties and both parties acknowledge that they have not entered into the Agreement in reliance upon any statement, representation, warranty or confirmation of any nature relating to the agreement other than as expressed herein.
- 9. Jurisdiction**
- 9.1 This agreement will be governed by and is to be construed in accordance with English Law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

Wasabi

[INSERT RECIPIENT DETAILS]

By: _____

By: _____

Name: XXXXXX

Name: XXXXXX

Title: XXXXXX

Title: XXXXXX

Address: 5 Origin Business Park, Rainsford Road,
Park Royal, London, NW10 7FW

Address: XXXXXX

Date: XXXXXX

Date: XXXXXX

10. Incoterms

Purchasing Policies & Procedures
September 2020

INCOTERMS

Incoterms, short for International Commercial Terms, are used in international trade to specify which party is responsible for the costs involved in each segment of transportation of the goods. They also specify at which point the responsibility of the goods transfers from one party to the other. This is important for clarification of who will cover the cost of any losses or damage to the goods during their transit.

Incoterms are administered by the International Chamber of commerce in Paris and adhered to by all major trading nations.

There are 13 main Incoterms:

EXW (Ex Works)

Ownership and risk are transferred at the gates of the seller. The buyer will bear the risk and transport costs from here.

FCA (Free Carrier)

Goods are transferred to customer at a named place. Goods will be cleared and ready for export

FAS (Free Alongside Ship)

Goods must be ready alongside the ship. Seller must have cleared them for export.

FOB (Free on Board)

Goods must have been cleared for export and loaded on the ship by seller. Risk transfers to buyer at ships rail.

CFR (Cost and Freight)

Seller pays for cost of freight to destination port. Risk transfers to buyer once goods cross ships rail. Maritime transport only

CIF (Cost Insurance Freight)

Like CFR but seller must also pay for insurance. Marine transport only

CPT (Carriage Paid To)

Similar to CFR but for multimodal transport - although seller pays for transport up to destination port the risk transfers to the buyer when goods are passed to the carrier.

CIP (Carriage and Insurance Paid)

Like CIF but for multi modal transport – Seller pays for carriage and insurance to destination port but risk transfers to buyer when goods are passed to carrier.

DAF (Delivered at Frontier)

Can be used for rail or road. Seller pays for transport to named place at frontier. Buyer is responsible for customs clearance and onward transport. Risk transfers from seller to buyer at frontier.

DES (Delivered Ex Ship)

Seller pays for cost of freight and insurance to destination port. The risk passes to the buyer when ship arrives at destination port. Unlike CIF the seller bears the cost, risk and title up to the arrival of the vessel at destination port. Offloading and onward transport is up to the buyer.

DEQ (Delivered Ex Quay)

Similar to DES, but the risk is passed to buyer only when goods are unloaded at the port.

DDU (Delivered Duty Unpaid)

The seller delivers the goods to the arranged destination, but import duties are to be paid by the seller. The unloading is the responsibility of the buyer.

DDP (Delivered Duty Paid)

Seller pays for all transportation, import duty and bears all the risk until the goods are delivered to the buyer.

Incoterm	Named place	Sharing of costs and risk between buyer and seller in international traffic.			
EXW Ex works	Loading location				
FCA Free Carrier	Loading location				
FAS Free Alongside Ship	Port of loading				
FOB Free On Board	Port of loading				
CFR Cost And Freight	Port of destination				
CIF Cost, Insurance And Freight	Port of destination				
CIP Freight And Insurance Paid	Delivery location				
DDU Delivered Duty Unpaid DDP Delivered Duty Paid	Delivery location				
		Seller's cost / risk		Buyer's cost / risk	

Incoterm	Load to truck	Export-duty payment	Transport to exporter's port	Unload from truck at the origin's port	Landing charges at origin's port	Transport to importer's port	Landing charges at importer's port	Unload onto trucks from the importers' port	Transport to destination	Insurance	Entry - Customs clearance	Entry - Duties and Taxes
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EXW	No											
FCA	Yes	Yes	Yes	No								
FAS	Yes	Yes	Yes	Yes	No							
FOB	Yes	Yes	Yes	Yes	Yes	No						
CFR	Yes	No	No	No	No	No						
CIF	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	Yes	No	No
CPT	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No	No
CIP	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	Yes	No	No
DAF	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No	No
DES	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No	No
DEQ	Yes	No	No	No	No	No						
DDU	Yes	No	No	No								
DDP	Yes	No	Yes	Yes								