



Terms of trading

– 31st January 2022

PRIVATE AND CONFIDENTIAL



Dear Customer,

This booklet sets out VnV trading and Distributions Ltd. Terms of Trading for the United Kingdom & Europe.

We're making great progress to help deliver the VnV healthy & Sustainable Living Plan, including our pledge that by 2020 emissions from our global logistics network will be at or below 2010 levels. This will represent a 40% improvement of CO2 efficiency. We continue to look for opportunities to remove road miles by making best use of vehicle space (including double stacking) and look forward to working with you to achieve this objective.

As well as reducing CO2 emissions, we are working to reduce our total waste in our supply chain and using haulage sharing opportunities.

We look forward to working with you to sustainably grow our joint business.

Virginija Birgeriene

Director of Business development & supply chain.

VNV Trading & Distribution Ltd



1. INTRODUCTION AND GLOSSARY

The terms and discounts set out in this booklet will become effective on 4th February 2020 and on that date will replace all existing terms and discounts offered by VnV Limited for its retail goods.

Should you require any further advice on specific issues arising from this booklet, please discuss this with your usual contact at VnV

Abbreviation	Description	Relevant Sections
Designated Retailer	As defined in GSCOP	11
EDI	Electronic Data Interchange	3 and 6
Full Layer	A complete layer made up of cases of a single SKU as set out in the VnV Price List	4
Full Pallet	A standard factory pallet made up of cases of a single SKU as set out in the VnV Price List	4 and 5
GLN	Global Location Number	6
GSCOP	The Groceries Supply Code of Practice	11
GTIN	Global Trade Item Number (set out as the Outer Case Article Number and the Selling Unit Article Number in the VnV Price List)	6
MOP	Minimum Order Price	3, 4, 6, 7 and 8
MOQ	Minimum Order Quantity, which is the minimum number of cases for delivery palletised to a single delivery point at the same time and date	3 and 4
PFSE	Pallet Floor Space Equivalent (calculated in accordance with Section 4.1)	4
POD	Proof of Delivery	3 and 7
Quarter	As specified in section 9	4, 5 and 9
SKU	Stock Keeping Unit	3 and 4
Stacking Factor	The multiple used to calculate PFSE quantity, as shown on the VnV Price list.	4
Supply Chain	Chilled Foods, Ambient Foods and Homecare, Ice Cream, Personal Care 1 or Personal Care 2 as set out in the VnV Price List	3, 4 and 5
Working day	Monday to Friday excluding public holidays	3

VnV Limited (Company No. 12013659), registered in England and Wales,
registered office: 20-22, Wenlock Road, London, England, N1 7GU

Unexpected End of Formula



2. SUMMARY OF TERMS

This booklet sets out the basis on which we, VnV trading & distribution Ltd. will do business with you, our customer. Section 3 sets out our General Business Terms, which are the minimum requirements for obtaining our MOP. Sections 4-8 then provide details of additional services and discounts which we offer, subject to you fulfilling the conditions set out in those sections.

A summary of these terms is set out below.

Term	Definition	Discount	Section
General Business Terms	Qualifying conditions for MOP	No Discount	3
Logistics Efficiency Terms (LET)	Drop Size & Handling	Up to 3% of MOP	4
Enhanced Delivery Services	Day 1 for Day 2, Chilled Composite Pick to Zero Operation and Selective Hauling	LET Discounts still apply	5
Electronic Business Terms (EBT)	Electronic Ordering, Invoicing & Price File Synchronisation	Up to 0.5% of MOP	6
Pay As Billed (PAB)	Payment without deductions	0.5% of MOP	7
Early Payment Terms	Payment in 7 or 15 days	Up to 0.75% of MOP (net of LET, EBT and PAB)	8

VnV reserves the right to alter, remove or suspend the discounts set out in this VnV Terms of Trading booklet at any time but will, wherever possible, give customers 4 weeks' or more notice of such change. No alteration to this booklet is valid except as set out in a letter signed on behalf of VnV by a Customer Development Director.

Unexpected End of Formula



3. GENERAL BUSINESS TERMS

Customers must comply with the qualifying conditions set out in this Section in order to be eligible for VnV trading & distribution ltd. MOP and for any of the discounts set out in Sections 4 - 8. If you cease to comply at any time our Compliance Process set out in Section 9 will apply.

Qualifying Conditions for ordering at VnV MOP

- A. Every order placed must be for SKUs of one Supply Chain (as described in the table below) and the following MOQs will apply, except where VnV amends your order:

Supply Chain (as set out in the VnV Price List)	MOQ ¹
Chilled Foods	10 boxes
Ambient Foods & Homecare	45 boxes
Frozen Food	45 boxes
Personal Care 1	45 boxes

¹ Please refer to the VnV Price List for details of the number of units per case, number of cases per Full Layer and number of cases per Full Pallet and Stacking Factor for each SKU.

- B. You must pay our invoices by electronic payment within the following maximum timescales:
- (i) Monthly statement customers – by the 14th of the month following the month in respect of which the statement is issued;
 - (ii) Weekly payment customers – Friday of the fourth week following the calendar week (Sunday to Saturday) to which the invoices relate; and
 - (iii) All other customers (including daily payment customers) – 30 days from date of invoice.

In each case if the due date is not a Working Day then payment is due on the next Working Day. Invoices are printed and dated upon dispatch of the relevant goods. Discounts for earlier payment are set out in Section 8.

- C. Acceptance of orders will not take place until delivery by us and will be subject to VnV's Terms and Conditions of Sale (set out in Section 11, as amended from time to time).
- D. You must confirm a delivery by signing a POD on receipt into your distribution network (in the case of backhaul this will be at the time of collection by you) and returning the POD to our carrier before they leave the delivery location.
- E. Where you have one or more National or Regional Distribution Centres, orders must be for delivery to one of those depots.
- F. Orders are for delivery within the United Kingdom.
- G. All orders for promotional stock are also subject to VnV's Terms and Conditions for Promotions (set out in Section 12, as amended from time to time).
- H. Please note that in certain circumstances VnV will not be able to supply a customer without receipt of an appropriate payment on account or an executed direct debit mandate. Such circumstances include (but are not limited to) an unsatisfactory credit check (undertaken by VnV on new customer accounts) or persistent late payment. VnV reserves the right to require a payment on account or executed direct debit mandate in its sole discretion.



VnV Delivery Options

- 3.1 VnV offers the following delivery options for all Supply Chains:
- (a) Standard delivery for the UK mainland is day 1 for day 3 on Working Days.
 - (b) Standard delivery for Lithuania, Poland, Latvia and Germany is day 1 for day 4 on Working Days.
 - (c) For your order to qualify as having been received on day 1 the order must be placed by 11.30am on a Working Day.
 - (d) For order sizes of fewer than 6 PFSE, orders will be delivered according to VnV's nominated delivery day schedule, applicable to the delivery area.
 - (e) For the avoidance of doubt, public holidays and weekends are to be excluded from the calculation of all lead times above.
 - (f) Delivery to the UK mainland on Saturdays, Sundays and public holidays (excluding Christmas Day) is available on a day 1 for day 3 lead time for orders greater than 18 PFSE placed electronically. Delivery to Lithuania, Poland, Latvia and Germany on Saturdays, Sundays and public holidays (excluding Christmas Day) is available on a day 1 for day 4 lead time for orders greater than 18 PFSE placed electronically.
 - (g) Lead times are estimates only. VnV is not liable for delivery outside these lead times.

Ordering Information

- 3.2 VnV will provide you with updates to the VnV Price List. It is your responsibility to ensure that any orders you submit to us are for current SKUs and reflect the invoice price and ordering behaviour (e.g. PFSE and Full Pallets) in respect of the logistics efficiency discounts you expect to apply to your account.
- 3.3 Your order can be transmitted to us by EDI, XML GS1 standard or by fax at any time and will be processed between 9am and 4pm on Working Days. Orders transmitted on Saturdays, Sundays and public holidays will be processed on the next Working Day which shall be day 1 for the purposes of paragraph 3.1 above. Our contact details are set out in Section 10.
- 3.4 With prior agreement with VnV orders submitted by EDI without manual intervention, will be processed 7 days per week, every day except Christmas Day for all Supply Chains. If received before 11.30am the order receipt day will count as Day 1 for the purposes of paragraph 3.1 above.
- 3.5 We will not substitute stock without agreeing this with you.
- 3.6 The MOP which will apply to an order is the one set out in the VnV Price List on the date of delivery.
- 3.7 If your order exceeds the weight or capacity for one drop VnV will contact you and you will need to amend your order. The revised order shall be used to assess qualification for discounts and amendments may affect calculation of discounts.



Delivery and Returns Information

- 3.8 You should notify us (at our Head Office address - see Section 10) as soon as possible of any operational delays or problems that may result in refusals or a subsequent withdrawal of a delivery.
- 3.9 Goods will be delivered on standard 1200 x 1000 mm pallets leased from Chep Limited (Blue Chep) or such other pallet provider as VnV may designate from time to time.
- 3.10 Goods may only be returned to VnV with our prior authorisation. You must contact us (at our Head Office address – see Section 10) if you have goods for return and provide us with details of your delivery note number and the reason for return. If we authorise the return we will give you a collection reference number and notify you whether prior authorised returns are to be returned by you or should be made available for collection by us.

Customer claims, queries and invoices

- 3.11 You must submit all customer claims, queries and invoices with all relevant supporting data (see paragraph 3.15 below) to VnV within the following timescales:
- (a) any promotional claim, query or invoice must be submitted within 90 days of the end of the relevant promotion; and
 - (b) without prejudice to (a), all other claims, queries or invoices must be submitted within 1 year of the date of delivery of the goods to which the invoice, claim or query relates.
- 3.12 VnV's standard payment terms for valid customer invoices submitted pursuant to paragraph 3.11 above are 30 days from receipt of valid, accurate invoices together with all necessary supporting data.
- 3.13 VnV will pay valid customer invoices submitted pursuant to paragraph 3.11 by BACS transfer or credit note.
- 3.14 All customer claims, queries and invoices should be sent electronically to: admin@vnvtrading.com In the event that they cannot be sent electronically they should be sent (marked for the attention of our Credit Control department) to our Head Office (address set out in Section 10).
- 3.15 All customer claims, queries and invoices should be accompanied by all relevant supporting data, which may include: an annotated POD, price confirmation/authorisation from an authorised VnV representative, funding agreement, trigger sales data (for retrospective promotional claims) and/or such other documentation as VnV reasonably requests.
- 3.16 VnV's liability for late payment of valid customer generated invoices is limited to payment of interest at an annual rate of 2% over the base rate of the Bank of England, for the period between the due date and actual payment.



4. LOGISTICS EFFICIENCY TERMS

Logistics Efficiency Terms (LET) allow a customer to qualify for discounts to reflect the relative efficiencies in VnV's distribution network for different drop sizes, handling formats and lead times.

Qualifying Conditions for LET

- A. Compliance with Section 3 (General Business Terms).
- B. Use of standard fulfilment methods and formats.

LET discounts

The discount applicable to each Supply Chain will be evaluated per Supply Chain and applied to all SKUs in that Supply Chain. Different Supply Chains may attract different discounts. A customer must comply with the drop size and handling band requirements for a level of discount for one full Quarter (or where the customer places less than 50 orders per year, one full year) before the relevant discount will be applied.

Discounts in % MOP	Handling band 4 <50% Full Pallets	Handling band 3 50% to 75% Full Pallets	Handling band 2 75% to 95% Full Pallets	Handling band 1 95% to 100% Full Pallets
Drop size band 1 >24 PFSE	2.1%	2.4%	2.7%	3.0%
Drop size band 2 18 - 23.99 PFSE	1.9%	2.2%	2.5%	2.8%
Drop size band 3 12 - 17.99 PFSE	1.6%	1.9%	2.2%	2.5%
Drop size band 4 6 - 11.99 PFSE	1.2%	1.5%	1.8%	2.1%
Drop size band 5 MOQ – 5.99 PFSE	n/a	0.3%	0.6%	0.9%

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Calculation of Drop Size Bands

- 4.1 The PFSE (Pallet Floor Space Equivalent) of an order line is calculated by dividing the number of cases ordered of each SKU by the number of cases in a Full Pallet and dividing by the Stacking Factor (as shown on the VnV Price List.). The PFSEs for each line in an order are added together to calculate the total PFSE for the order as set out in the example below.

$$\text{PFSE} = \frac{\text{Number of Cases ordered}}{\text{Number of Cases on a Full Pallet}} \times \frac{1}{\text{Stacking Factor}}$$

- 4.2 Multiple orders for delivery to the same delivery point on the same date, time and vehicle count as one drop.
- 4.3 Where two or more vehicles are required to deliver an order (due to it exceeding a vehicle's maximum weight or capacity) these will count as separate drops.
- 4.4 The drop size band to which you are assigned for a Quarter will be based on your average drop size (calculated as the total number of PFSEs delivered to all delivery points in a Quarter divided by your total number of drops during that Quarter).

Calculation of Handling Bands

- 4.5 For each order line the number of cases ordered will be divided by the Full Pallet Quantity for each SKU (as shown on the VnV Price List) to calculate the number of cases ordered as Full Pallets.
- 4.6 For compliance calculation purposes the total number of cases ordered as Full Pallets during a Quarter is divided by the total number of cases ordered during a Quarter to give the % Full Pallets for the Handling Band, as set out in the example below.

Example

Code	Product	Master Data		Handling Band Calculation		Drop Size Band Calculation	
		Cases /pallet	Stacking Factor	Cases Ordered	Cases ordered as Full Pallets	Full Pallets	PFSE
123456	Product A	90	2	720	720	8	4
123457	Product B	100	1	400	400	4	4
123458	Product C	240	1	120	0	0.5	0.5
123459	Product D	150	2	600	600	4	2
123460	Product E	80	2	40	0	0.5	0.25
123461	Product F	60	1	360	360	6	6
123462	Product G	240	1	480	480	2	2
123463	Product H	60	2	30	0	0.5	0.25
123464	Product I	80	1	40	0	0.5	0.5
				2790	2560	26	19.5
% cases ordered as Full Pallets = 2560 / 2790 =					91.8%	Drop Size	= 19.5 PFSE
					Handling Band 2	Drop Band 2	

If you cease to comply with any of the qualifying conditions in this Section, Section 3 and/or any other Section under which you receive a discount our Compliance Process in Section 9 will apply.

Unexpected End of Formula



5. ENHANCED DELIVERY SERVICES

VnV offers flexible enhanced services for customers who meet both the qualifying conditions for Section 4 and the relevant conditions below. Customers working with us in the ways set out below will remain eligible for the relevant discounts set out in Section 4. These enhanced delivery services apply to all Supply Chains.

Day 1 for Day 2 Delivery

Customers placing electronic orders for full vans with no picking qualify for a day 1 for day 2 delivery. Orders should be placed for an agreed fixed booking slot, no less than 24 hours after order receipt.

To ensure that an efficient and effective service can be established for both parties, a trial must be completed to confirm the agreed daily order profile and delivery times. This may include scheduling of multiple orders across the day.

Following a successful trial, day 1 for day 2 delivery may then be made available for the agreed daily profile (min/max number of orders). Deliveries in excess of the agreed limits will be delivered in accordance with our standard day 1 for day 3 lead time.

Chilled Composite Pick to Zero Operation

For Chilled Supply Chain SKUs only, customers placing orders electronically may benefit from day 1 for day 2 delivery where they are operating a chilled composite pick to zero operation and place orders with an average order size across all delivery points during a Quarter of 6 PFSE or more.

Customers wishing to benefit from this service must agree order receipt times and delivery times with VnV in advance and are required to communicate (by an agreed process) delivery discrepancies to our logistics provider (ECO TRIP) within 24 hours of goods receipt.

Selective Hauling

This encompasses backhaul or fronthaul. This service requires the customer and VnV to agree rates for each lane, and the acceptance of VnV's customer collection terms and conditions.

Any of these enhanced delivery services may be withdrawn if the conditions set out above cease to be met.



6. ELECTRONIC BUSINESS TERMS

For customers placing more than 500 orders a year, Electronic Business Terms (EBT) allows those customers to qualify for discounts to reflect the relative efficiencies in VnV's ordering process and reduction of price queries.

For customers placing less than 500 orders a year, you will need to cover VnV's on boarding costs. [Qualifying](#)

Conditions

- A. Compliance with Section 3 (General Business Terms).
- B. Compliance with all requirements for each of electronic ordering, electronic invoicing and price file synchronisation, as set out below.
- C. Successful completion of a trial of electronic ordering and/or electronic invoicing.

Term	Criteria	Tradacom based EDI Discount
Electronic Ordering	<ul style="list-style-type: none">• Use of supported technology¹ (Tradacom v9 or EANCOM XML Format)• Use of correct GTINs and GLNs• One order for each delivery	0.5% of MOP
Electronic Invoicing	<ul style="list-style-type: none">• Use of supported technology¹ (Tradacom v9 or EANCOM XML Format)• Use of correct GTINs and GLNs• One invoice for each order	
Price File Synchronisation	<ul style="list-style-type: none">• Pricing on electronic order or price file exchange by agreed electronic format once per month and before a change in agreed invoice price• Agreed process for investigating and resolving identified discrepancies	

¹ The downloading of customer orders and the posting of invoices to customer websites is not supported technology and will not attract any discount.

The use of email to transfer ordering and invoicing documents is not supported technology and will not attract any discount.

Electronic ordering

- 6.1 Before you place your first order you must provide us with product and location data.
- 6.2 You must ensure that every order includes a delivery date, a booking-in time (when requested) and a booking reference number.

Electronic invoicing

- 6.3 Before we will commence electronic invoicing you must provide us with the GLN for all delivery points and payment offices, Tradanet User Number (if appropriate) and mailbox numbers.

Price File Synchronisation

- 6.4 You must ensure that each price file exchange contains, as a minimum, the traded unit barcode, product description, expected case cost and pricing effective date.
- 6.5 You must ensure that your technology and systems are designed to promptly identify discrepancies and you shall notify us as soon as possible of any discrepancies. You shall work with us to resolve such discrepancies as soon as possible but in any event within 2 weeks of identification by you or us.

If you cease to comply with any of the qualifying conditions in this Section, Section 3 and/or any other Section under which you receive a discount our Compliance Process in Section 9 will apply.

Unexpected End of Formula



7. PAY AS BILLED TERMS

Pay As Billed terms allow a customer to qualify for a discount when paying VnV invoices without deductions. Qualifying

Conditions

- A. Compliance with all of Section 3 (General Business Terms), including but not limited to, 3B (Payment Terms) and 8 (Early Payment Terms).
- B. No deductions unless supported by a VnV credit note. Discount 0.5% of MOP_

Discount

0.5% of MOP

If you cease to comply with any of the qualifying conditions in this Section, Section 3 and/or any other Section under which you receive a discount our Compliance Process in Section 9 will apply..

Unexpected End of Formula



8. EARLY PAYMENT TERMS

Early payment terms allow a customer to qualify for a discount when paying VnV earlier than our standard 30 day payment term.

Qualifying Conditions

- A. Compliance with Section 3 (General Business Terms).
- B. Payment made by electronic funds transfer.
- C. Payment in cleared funds no later than the early payment date.
- D. Provide written confirmation of the customer’s election for an early payment option. Discounts

Discounts

Early Payment Term	Early Payment Date	Discount
15 days daily Invoice by invoice	15 days ¹ from date of invoice	0.5% of MOP ²
7 days daily Invoice by invoice	7 days ¹ from date of invoice	0.75% of MOP ²

¹ Including weekends
² Payment terms discounts calculated as % of MOP less discounts set out in Sections 4, 6 and 7 (LET, EBT and Pay as Billed discounts)

If you cease to comply with any of the qualifying conditions in this Section our Compliance Process in Section 9 will apply.



9. COMPLIANCE PROCESS

- 9.1 VnV will regularly review a customer's compliance with the qualifying conditions for each of the discounts from which it benefits (including whether the customer is receiving the right level of discount). For customers placing more than 50 orders per annum this will be done on a Quarterly basis, for all other customers we will review annually. Where a customer significantly changes its performance during a Quarter/year, we may carry out an interim review mid-Quarter/year.
- 9.2 In the event that a customer is not compliant with the qualifying conditions for one or more of the discounts we will notify the customer of this, together with the evidence that we have relied on. We will explain the possible consequences of such non-compliance and will offer an opportunity to discuss the compliance issue with us.
- 9.3 If compliance with the qualifying conditions for a discount is not achieved by the end of the Quarter (as set out below) that discount will be removed from the next Price Change Date. If a customer changes its performance such that it achieves the qualifying conditions for a higher discount by the end of a Quarter (as set out below) then that discount will be applied from the next Price Change Date.



10. CONTACT DETAILS

Head Office

VnV trading & Distribution Ltd.
20-22, Wenlock Road, London, England, N1 7GU
Telephone: 03330116725

Claims, queries and invoices to be sent to:
admin@vnvtrading.com

Europe Distribution and logistic

Ambient Foods and Foods Chilled

ECO TRIP

Company registration
304536450

VAT LT100010941618

Minijos g. 152b, LT-93263
Klaipėda

Manager: Artūras
Proskuriakovas, direktorius
Phone :+370 601 22060
Website <http://www.ecotrip.lt>



11. VnV LIMITED – TERMS AND CONDITIONS OF SALE

All sales by VnV Limited (“VnV UK”) (except those made by VnV Food Solutions for which separate terms apply) are made on these Terms and Conditions only and no other warranties, conditions or representations are made by VnV to any customer. VnV reserves the right to alter these Terms and Conditions at any time. No alteration is valid unless contained in a letter signed on behalf of VnV by an authorised signatory. Any terms with an initial capitalised letter are defined in Section 1 of the Terms of Trading Booklet.

PRICES – Prices set out in VnV’s Price List are subject to change without notice. Goods will be invoiced at the price set out in VnV’s Price List on the date of delivery. Prices include delivery within the United Kingdom only.

ORDERS – VnV’s minimum order quantity requirements are set out in the VnV Terms of Trading booklet. VnV does not operate a sale or return policy. Any order or portion thereof may be cancelled by VnV should manufacture or delivery of the Goods be discontinued, hindered or prevented for any reason. VnV does not automatically process follow-on orders where the original order cannot be satisfied.

DELIVERY AND RETURNS – Delivery times are estimates only and VnV will not be liable for late delivery. Goods may only be returned if the customer has been issued with a collection reference number by VnV.

DAMAGES – Unless notification of any damages or shortages is given to VnV’s carrier on delivery, all Goods on the delivery note will be deemed to have been received and accepted by the customer and may not subsequently be rejected or claimed for by the customer. Any claim by a customer that Goods are defective in any other way must be notified to VnV within 3 weeks from the delivery date.

LIABILITY – VnV’s liability for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of or in connection with or resulting from the manufacture, sale, delivery, resale, replacement or use of any of the Goods will in no case exceed the price paid by the customer for the Goods which give rise to the claim. VnV will be entitled to replace such Goods in settlement of its liability. VnV will not be liable for any administration charges (for any reason), any indirect or consequential losses or loss of profit suffered by the customer as a result of any breach of VnV or fault in the Goods. This Condition will not exclude or restrict VnV’s liability for death or personal injury as a result of its negligence.

CONSUMER CLAIMS – If a consumer complains to a customer about defective goods supplied to the customer by VnV and the customer provides full details of the complaint to VnV promptly, VnV will reimburse the customer for the cost of refunding the consumer (at the retail price paid by the consumer) as a goodwill gesture, in recognition of the customer’s assistance.

VEHICLE TURNAROUND AND RETENDERING – VnV reserves the right to charge the customer demurrage at a rate of £30 per hour/part hour for any vehicle which is not discharged within 90 minutes of its arrival or of the agreed booking-in time, where one exists. Where a delivery is refused or withdrawn because of excessive delays through no fault of VnV or its carrier, VnV reserves the right to pass on any costs of retendering to the customer.

PRODUCT BARCODES – VnV will endeavor to observe the rules of GS1-UK for the printing of bar codes but will not be liable to the customer (whether for negligence or otherwise) for any loss, damage or expense attributable to the absence of or error in such bar code printing.

PALLET CONFIGURATION – Pallet configurations are subject to change as required by VnV.

PAYMENT TERMS – Payment of VnV’s invoices must be made by electronic payment into VnV’s bank account in cleared funds. VnV’s standard payment terms are 30 days daily payment from date of invoice, unless early payment discounts have been agreed as per section 8. Where credit notes are being used as part of a payment, the credit note number(s) must be quoted within the customer’s remittance advice.

NON-PAYMENT – If the customer fails to make any payment due to VnV in accordance with these Terms and Conditions, VnV will have the right to cancel or suspend any further delivery in respect of any order, in addition to and without prejudice to any other right or remedy available to it, including its rights under the Late Payment of Commercial Debts (Interest) Act 1998 (and associated legislation, as amended from time to time). Without prejudice to its other rights and remedies, VnV may, without notice to the customer, set off any amounts it is due to pay to the customer against any overdue amounts owing to it by the customer.

CLAIMS – You must submit all customer claims, queries and invoices with all relevant supporting data to VnV within the following timescales:

- (a) any promotional claim, query or invoice must be submitted within 90 days of the end of the relevant promotion; and
- (b) without prejudice to (a), all claims, queries or invoices (whether related to promotions, audits or other matters) must be submitted within

1 year of the date of delivery of the goods to which the invoice, claim or query relates.

VALUE ADDED TAX – Prices are exclusive of VAT, which will be added to all invoices at the appropriate rate.

OWNERSHIP AND RISK – Until payment in full has been received, full legal and beneficial ownership of the Goods will remain with VnV. VnV will be entitled to recover payment for the Goods notwithstanding that ownership has not passed to the customer. Risk in the Goods will transfer to the customer on delivery. Ownership and risk in returned goods (which have been authorised by VnV UK) will transfer to VnV at the point at which they are received by VnV. Until ownership in the Goods has passed to the customer the customer holds such Goods on a fiduciary basis as VnV’s bailee and must store the Goods (at the customer’s cost) in good condition, separately and clearly identifiable as VnV’s property and will insure them for their full replacement value. In the event of any loss or damage to the Goods the customer will hold the insurance proceeds in a fiduciary capacity for the benefit of VnV.

RESALE OF GOODS – Until ownership of the Goods has transferred to the customer, the customer may resell the Goods in the normal course of its business and such sales will be deemed to be a sale of VnV’s property on the customer’s own behalf (customer dealing as principal). Notwithstanding any purported contrary apportionment by the customer, all payments by the customer to VnV shall be apportioned first to the Goods which have been resold by the customer and then to Goods which remain in the possession of or under the control of the customer. Retail prices are at the sole discretion of the customer.

REPOSSESSION OF THE GOODS – The customer grants VnV and its agents and employees an irrevocable license at any time to enter any premises or vehicles owned, occupied or controlled by the customer where Goods (for which ownership remains with VnV UK) are reasonably thought to be in order to inspect them or, in the following circumstances, recover them: (a) if the customer fails to make any payment due to VnV within 14 days after it falls due under these Terms and Conditions, or (b) the customer suffers or allows any distress or execution, whether legal or equitable, to be levied on its property or obtained against it, or (c) the customer offers to make any arrangement with its creditors, or becomes insolvent (as defined in the Insolvency Act 1986 (“the Act”) or enters into any insolvency procedure under the Act or takes or has any steps taken against it to place it into any insolvency procedure under the Act or if a receiver or administrative receiver or manager is appointed over some or all of its business or assets. On repossession by VnV any rights of the customer to sell, dispose or deal with the Goods shall immediately cease.

FORCE MAJEURE – VnV will not be liable to the customer for any loss or damage whatsoever caused by delay in the performance of, or nonperformance of, any obligation of VnV in relation to the Goods or any part thereof where such delay or non-performance is due to any cause beyond VnV’s reasonable control including, without limitation, strikes or breakdown in machinery.

WARRANTIES – All foodstuffs supplied hereunder are at the time of delivery guaranteed to conform in every respect with the requirements of the Food Safety Act 1990 (as amended).

WAIVER – No delay in exercising or non-exercise by VnV of any of its rights under or in connection with these Terms and Conditions will operate as a waiver or release of that right or any other right; any such waiver or release must be specifically and expressly granted in writing by a director of VnV.

APPLICABLE LAW AND JURISDICTION – These Terms and Conditions will be governed in every respect by the laws of England and will be subject to the exclusive jurisdiction of the English Courts.

DISCOUNTS – Additional discounts are available for logistics efficiency, electronic business, pay as billed and early payment. For full details of these additional discounts please refer to the VnV Terms of Trading booklet issued separately available from your VnV representative.

GSCOP – If you are a Designated Retailer then GSCOP shall be incorporated into these Terms and Conditions of Sale in its entirety and in the event of any inconsistency between the terms of GSCOP and these Terms and Conditions of Sale, then these Terms and Conditions of Sale shall take precedence.



12. VnV trading & Distribution Limited – TERMS AND CONDITIONS FOR PROMOTIONS

These Terms and Conditions for Promotions form part of VnV's Terms and Conditions of Sale (as set out in Section 11 of the Terms of Trading Booklet, as amended from time to time). All Promotional Funding for Promotions of VnV's products ("Products"), is made available by VnV to purchasers of Products from VnV ("Customers") on these Terms and Conditions for Promotions only. A "Promotion" is a special offer made by the Customer to Shoppers or Sellers (as appropriate and as defined below) under which the Customer agrees, for a limited period, to sell specific VnV Products at a reduced price, or with other products included for no extra charge or at a reduced price or subject to any other promotion similar, or having the same or similar effect, to such promotions. "Promotional Funding" is funding provided by VnV to the Customer to fund or part fund specific Promotion(s). "Shoppers" are private individuals who purchase the Products directly from Retailers (as defined below) for personal use and/or consumption. "Sellers" are any retailers or other organisations that purchase the Products from Wholesalers or Secondary Wholesalers (as defined below) and then sell the Products directly to Shoppers.

1. Promotional Funding is made available at all times subject to, and VnV accepts no liability to the extent legally permissible for, any loss suffered due to: (i) stock unavailability, (ii) cost price changes made by VnV, and (iii) marketing plan changes.
2. Where it is agreed that VnV will provide Promotional Funding to the Customer for a Promotion (subject to paragraph 3 below), the payment of such Promotional Funding shall only be made; (i) with respect to the specific Product(s) agreed to be the subject of the Promotion; (ii) if the Customer has applied the promotional mechanic agreed with VnV to the Promotion (for example BOGOF or 2 for £x); (iii) up to any agreed maximum amount of the Promotional Funding available for the Promotion; and (iv) in respect of sales made in the United Kingdom during the agreed period of the Promotion ("Promotional Period").

For the avoidance of doubt, any agreement for the provision of Promotional Funding shall not limit the Customer from increasing the value of a Promotion to a Shopper beyond that of the Promotional Funding to be provided by VnV. The Customer remains free at all times to set its own retail prices.

3. Promotional Funding shall be made available to a Customer that is a retailer, wholesaler, cash and carry operator or wholesale buying group in the following circumstances. VnV shall determine in its sole discretion which of the following sub-sections is applicable.

(a) For Customers who are retailers ("Retailers"):

Promotional Funding is only available to a Retailer if the specific Products covered by the Promotion were purchased directly from VnV and such Retailer then resells such Products directly to Shoppers in the United Kingdom, to the extent that the Retailer can prove (to the satisfaction of VnV UK) that the Promotional Funding has been passed on to Shoppers who purchased such Products directly from that Retailer during the relevant Promotional Period.

- (b) For Customers who are wholesalers or cash and carry operators ("Wholesalers"):

Promotional Funding is only available to a Wholesaler if the specific Products covered by the Promotion were purchased directly from VnV and such Wholesaler then resells such Products directly to Sellers in the United Kingdom, to the extent that the Wholesaler can prove (to the satisfaction of VnV UK) that the Promotional Funding has been passed on to such Sellers who purchased such Products directly from that Wholesaler during the relevant Promotional Period.

- (c) For Customers who are wholesalers/cash and carry operators who purchase Products from Wholesalers ("Secondary Wholesalers") Promotional Funding is only available to a Secondary Wholesaler if the specific Products covered by the Promotion were purchased directly from a Wholesaler who purchased such products directly from VnV UK, and such Secondary Wholesaler then resells such Products directly to Sellers in the United Kingdom to the extent that the Secondary Wholesaler can prove (to the satisfaction of VnV UK) that the Promotional Funding has been passed on to such Sellers who purchased such Products from the Secondary Wholesaler during the relevant Promotional Period.

- (d) For Customers who are wholesale buying groups ("Wholesale Buying Groups"):

Promotional Funding is only available to a Wholesale Buying Group if the specific Products covered by the Promotion were purchased directly from VnV and such Wholesale Buying Group then resells such Products to members of that Wholesale Buying Group in the United Kingdom ("Members") to the extent that the Wholesale Buying Group can prove (to the satisfaction of VnV UK) that the Promotional Funding has been passed on to Shoppers who purchased such Products from the Members during the relevant Promotional Period.

4. The Customer shall claim from VnV the Promotional Funding within 90 days of the end of the relevant Promotion and at the same time provide all supporting data (see paragraph 5 below). Without prejudice to the previous sentence, if the Customer fails to make such claim or provide comprehensive supporting data within one year from the date of delivery of the Products which are relevant to the Promotion, it shall cease to be entitled to any Promotional Funding in relation to such Products. If a claim is made by the Customer within the time limits set out in this paragraph and payment of any Promotional Funding is made by VnV pursuant to such a claim, the Customer shall not be entitled to make any further claim in respect of that promotion.
5. The Customer shall provide all sales and other relevant supporting data verifying that the Products, for which the Promotional Funding is claimed or provided, were purchased, sold and the Promotional Funding passed on, in accordance with the appropriate section in paragraph 3. Such supporting data may include: an annotated POD, price confirmation/authorisation from an authorised VnV representative, funding agreement, trigger sales data (for retrospective promotional claims) and/or such other documentation as VnV reasonably requests.
6. VnV shall have the right to audit all sales and other relevant data in the possession of the Customer and/or Members relating to the purchase and sale of the Products, the Promotion and the claim for Promotional Funding.
7. If the Customer breaches these Terms and Conditions for Promotions, VnV shall be entitled to: (i) withhold payment of the Promotional Funding, (ii) if paid, reclaim the entire amount of the Promotional Funding (payable on the issue of an appropriate invoice) and/or set it off against other sums due to the Customer, (iii) cease to offer any further Promotional Funding, and (iv) cease to supply the Products during the Promotional Period.
8. Where there is any conflict, these Terms and Conditions for Promotions shall prevail over any other terms and conditions agreed by the parties.
9. VnV reserves the right to make changes to these Terms and Conditions for Promotions from time to time and Customers are advised to regularly check VnV's website for updates and changes.

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