

# LIQUOR RUNNERS

## Johannesburg

113162

### GOODS RECEIVED VOUCHER

To be completed on receipt of goods from producers, Truckdrivers or Warehouse

DRIVER NAME M. Ngema.

HIRE TRANSPORTATION CO. (If delivered by Hire Vehicle)			
LOAD SHEET No:	<u>4904514777</u>	VEHICLE REG No	<u>HBC744FS</u>

CUSTOMER	<u>Halewood</u>	DATE RECEIVED	<u>30-04-2025</u>
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#### UPLIFT NOTE

DESCRIPTION	RECEIVED		Cases Received Damaged	Units Received Damaged	REMARKS INV. No.
	Cases	Units			
1) Cranberry 3301015290	24				15kg.
2)					
3) Ginger Ale 3301015243	7				25kg.
4)					
5) Pineapple 3301015244	20				25kg.
6)					
7) Raspberry 3301015174	19				25kg.
8)					
9) Rosewine 3301015175	1				18kg.
10)					
11) Lemonlime 3301015240	105				25kg.
12)					
13) Bitter 3301015245	1				20kg.
14)					
15) Wine 3301015255	55				20kg.
16)					
17) Lemon Lime 3301015172	125				25kg.
18)					
19) Cider 3301015200	5				25kg.
20)					
PALLET CONTROL: GKN BLUE #1					
ORDER					
TOTAL		362	19x Pallets.		

NOTE: ON G.R.V SHOW ONLY STOCK WHICH HAS PHYSICALLY BEEN RECEIVED

CHECKED ON RECEIPT BY:	<u>M. Ndlovu</u>	DRIVER:	<u>M. Ngema</u>
TIME COMPLETED:	<u>12h37</u>	PAGE:	<u>1</u>

# PURCHASE ORDER

8 4  
19.15  
19.15

Please send all invoices to:  
Email Address: SouthAfrica.einvoice@Diageo.com

**Order No:** 4904514777

**Version No:** 001 **Date:** 22.04.2025

Diageo South Africa,  
First Floor, Building 3,  
Maxwell Office Park, Magwa Crescent, Waterfall City,  
Midrand, 2090, Tel: +27100038100  
THE SOUTH AFRICAN BREWERIES  
65 PARK LANE  
2146  
SOUTH AFRICA  
**Fax No. :**

**Date:** 22.04.2025  
**Delivery To:** CHILL BEVERAGES  
86 GEORGE BLAKE AVE,  
PLAKENBRUG, STELLENBOSCH  
7600 Cape Town  
Tel: (021) 886 8842

For invoice Queries please email  
SSH.Africa@diageo.com

**Delivery Date:** 28.04.2025

**DIAGEO SOUTH AFRICA (PTY) LIMITED**  
VAT: 4750101802  
Registered: 1964/003344/07  
NLA: RG0002237

**Freight Forwarder:** THE SOUTH AFRICAN BREWERIES  
**Incoterms:**  
**Currency:** ZAR

If you have any queries with this document please  
contact: Abhishek V K

Item Description	Quantity	Order Unit	Net price	Per	Price Unit Del.Date	Net Value
00010 24 x 15kg 3301015290 Cranberry DB1054 - QBL0445 (Raw Materials)	347.000	Kilogram	653.76	1	Kilogram	226,854.72
00020 7 x 25kg 3301015243 Ginger Ale L-155825 (Raw Materials)	175.000	Kilogram	205.95	1	Kilogram	36,041.25
00030 20 x 25kg 3301015244 Pineapple flavour L-239991 (Raw Materials)	500.000	Kilogram	315.97	1	Kilogram	157,985.00
00040 19 x 25kg 3301015174 Raspberry Flavour 203580 (Raw Materials)	456.000	Kilogram	193.65	1	Kilogram	88,304.40
00050 1 x 18.5kg 3301015175 Rosewine Flavour 321027 (Raw Materials)	18.000	Kilogram	340.85	1	Kilogram	6,135.30

**PURCHASING DOCUMENT APPROVED:**  
Terms and Conditions of Payment:  
1. Diageo South Africa standard terms and conditions of purchase ("DSA Terms") will apply to this Purchase Order unless otherwise agreed with DSA.  
2. A copy of the DSA Terms has been supplied to you, but if you require a further copy please contact Head of Procurement, Diageo South Africa.  
3. DSA Terms will supersede all other terms and conditions including any terms and conditions of supply and may not be varied without written authorisation of DSA.  
4. Delivery under this Purchase Order will constitute acceptance of the DSATerms.  
5. All correspondence, advice notes, delivery notes and invoices must quote the above Purchase Order Number.  
6. Advice notes showing unit prices, covering items only shown on this Purchase Order, to be posted separately to the Contact Name at the registered address shown above.  
7. Goods for delivery will only be accepted between 0800 and 1630 hours on normal working days, Mondays to Fridays inclusive (excluding public holidays), unless otherwise advised.  
8. All prices and values quoted exclude VAT.

# PURCHASE ORDER

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Email Address: SouthAfrica.einvoice@Diageo.com

**Order No:** 4904514777

**Version No:** 001 **Date:** 22.04.2025

Diageo South Africa,  
First Floor, Building 3,  
Maxwell Office Park, Magwa Crescent, Waterfall City,  
Midrand, 2090. Tel +27100038100  
THE SOUTH AFRICAN BREWERIES  
65 PARK LANE  
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If you have any queries with this document please  
contact: Abhishek V K

Item Description	Quantity	Order Unit	Net price	Per	Price Unit Del.Date	Net Value
00060 105 x 20kg 2,091.000 - 3301015240 Lemonlime QL30628 (Raw Materials)	2,091.000	Kilogram	159.51	1	Kilogram	333,535.41
00070 1 x 20kg 20.000 - 3301015245 Bitter flavour AD46066 (Raw Materials)	20.000	Kilogram	572.75	1	Kilogram	11,455.00
00080 55 x 20kg 1,096.000 - 3301015255 WINE FLAV QL47033 (Raw Materials)	1,096.000	Kilogram	304.14	1	Kilogram	333,337.44
00090 125 x 25kg 3,125.000 -- 3301015172 Lemon Lime Flavour 100326 (Raw Materials)	3,125.000	Kilogram	334.34	1	Kilogram	1,044,812.50
00100 5 x 25kg 125.000 - 3301015200 Cider Flavour (Raw Materials)	125.000	Kilogram	2,793.16	1	Kilogram	349,145.00
<b>Total order value excluding VAT :</b>					<b>ZAR</b>	<b>2,587,606.02</b>

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4. Delivery under this Purchase Order will constitute acceptance of the DSATerms.
5. All correspondence, advice notes, delivery notes and invoices must quote the above Purchase Order Number.
6. Advice notes showing unit prices, covering items only shown on this Purchase Order, to be posted separately to the Contact Name at the registered address shown above.
7. Goods for delivery will only be accepted between 0800 and 1630 hours on normal working days, Mondays to Fridays inclusive (excluding public holidays) , unless otherwise advised.
8. All prices and values quoted exclude VAT.

Diageo will only do business with the Supplier on the basis of Diageo's PO letter agreement and these Conditions. When Diageo places an order with the Supplier it is placed subject to these Conditions only. The terms and conditions of the Supplier will not apply unless expressly agreed by Diageo in writing. No course of dealing or business between Diageo and the Supplier will be relevant to explain or supplement any condition here as provided for in accordance with these conditions.

**1. GENERAL**

1.1 In these general conditions of purchase ("Conditions") the following words have the following meanings:

- (a) 'Contract' means a contract between Diageo and the Supplier for the supply of goods ("Goods") and/or services ("Services"), incorporating these Conditions, the relevant PO and any other documents referred to therein;
- (b) 'PO' means a Purchase Order for the Goods and/or Services placed by Diageo on Diageo's standard form;
- (c) 'Supplier' means the supplier of the Goods and/or Services specified on the PO; and
- (d) 'Delivery Address' means the address specified for delivery of the Goods and/or Services on the PO.

2.2

Acceptance of the PO will take place if the Supplier accepts the PO in writing, or if, with Diageo's written agreement, all of the Goods are manufactured, shipped or delivered by the Supplier or its duly authorised sub-contractors to Diageo; or if, with Diageo's written agreement, all of the Services are performed by the Supplier or its duly authorised sub-contractors.

2.3

Diageo may retract a PO at any time prior to acceptance in accordance with Condition 2.2, and in that event the PO shall have no effect.

**3.**

**WARRANTIES, LIABILITY AND INSURANCE**

3.1

The Supplier warrants that all Goods supplied to Diageo will:

- (a) be free from faulty design (unless Diageo provides the design);

- (b) be of the best workmanship and of proper material; and

- (c) comply with and perform in accordance with the PO and conform to Diageo's requirements where specified in the PO in all respects, and be fit for their intended purpose.

This warranty will continue (excluding fair wear and tear) for either 24 months from the date when the Goods are first used by Diageo or 30 months from the date of delivery, whichever period expires first. The Supplier will replace or repair any Goods not conforming with these warranties at its cost entirely, and if it fails to do so Diageo may do so and charge the Supplier the cost.

3.2

The Supplier shall provide the Services:

- (a) using reasonable skill care and diligence using suitably skilled, experienced and qualified staff and where staff are named in the PO shall not use any other staff to provide the Services unless agreed by Diageo in writing;

**2. ACCEPTANCE**

2.1 Diageo will not be liable for any order or commitment or otherwise to pay any amount to Supplier unless it has issued or

(b) using the a high standard of workmanship and materials;

(c) in compliance with the PO and any applicable specifications that Diageo provides in relation to the PO; and

(d) to meet Diageo's requirements in all respects.

The Services shall be deemed to include the services, functions and responsibilities ancillary to and customarily included within services equivalent or similar to the Services.

3.3 The warranties set out herein which are in addition to any statutory or other applicable warranties will apply for the benefit of Diageo, its successors, assignees and customers.

3.4 The Supplier will indemnify Diageo in full against all claims, liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by Diageo as a result of or in connection with:

(a) breach of any warranty given by the Supplier;

(b) any claim that the Goods or Services infringe, or their importation, use or resale infringes, the patent, copyright,

design right, trade mark or other intellectual property rights of any other person anywhere in the world, except to the extent that the claim arises from: (i) compliance with any specification supplied by Diageo; or (ii) unauthorised modifications made by Diageo.

(c) any liability to consumers in respect of the Goods or Services; and

(d) any act or omission by the Supplier or its employees, agents or sub-contractors in supplying, delivering or installing the Goods or performing the Services.

3.5 The Supplier shall maintain in force a Policy of Insurance satisfactory to Diageo in respect of its liabilities under the Contract and will provide Diageo with evidence of such insurance on request.

#### 4. COMPLIANCE WITH DIAGEO STANDARDS

4.1 The Supplier warrants that all Goods and Services will comply with or be performed in accordance with all applicable laws, regulations and codes of practice, including Diageo codes of practice (available on request).

4.2 The Supplier warrants that it and its employees shall comply with the spirit and content of: (a) Diageo's Partnering with Suppliers Standard; (b) Diageo's applicable site safety and security rules; and where applicable, (c) the Diageo Marketing Code, (d) Diageo Code of Conduct, and (e) Diageo Data Privacy Policy, in each case as updated and in force from time to time. Copies of these documents are available online at <http://www.diageo.com/en-row/csr/Pages/our-code-policies-and-standards.aspx>.

#### 5. INSPECTION AND TESTING

5.1 The Supplier will give reasonable notice to Diageo of its testing of the Goods and/or Services ('Supplier Tests') and Diageo or its representatives may attend Supplier Tests. The Supplier will provide Diageo with such test certificates as Diageo may require with respect to any Supplier Tests. If Supplier Tests are not performed promptly then Diageo may test or inspect the Goods and/or Services at any reasonable time at the Supplier's or its sub-contractor's facilities and to repeat such tests or inspections as many times as it reasonably requires.

5.2 Diageo inspections and/or Supplier Tests and/or test certificates provided pursuant to Supplier Tests do not relieve the Supplier of any liability, nor does it imply acceptance of

\* the Goods and/or Services concerned by Diageo.

**6. DELIVERY/TRANSPORT/PACKING**

6.1 The delivery/completion date specified in the PO must be met and time is of the essence. Diageo does not waive its rights with respect to a delay in delivery or completion unless specifically agreed in writing. The Supplier shall comply with all delivery or performance instructions notified to it, failure to do so may result in the delivery of Goods and/or the provision of Services being refused, and the Supplier will be responsible for any additional costs resulting.

6.2 All Goods will be delivered to the Delivery Address.

6.3 The Supplier shall ensure that all Goods supplied shall be properly protected against damage and deterioration in transit and delivered DDF (Incoterms), and shall bear the description, the quantity of the contents and the PO Number on each package.

6.4 Unless otherwise stated in the PO the Supplier will make no charge for containers, packaging material, crating, boxing, or storage.

6.5 Unless agreed prior to delivery Diageo assumes no obligation for Goods shipped

in excess of the quantity ordered in the PO. Shipments in excess of the quantity ordered and not accepted by Diageo may be returned to the Supplier, and the Supplier will pay Diageo for all expenses incurred in connection with such shipments.

**7. DOCUMENTATION**

7.1 The Supplier will provide Diageo free of charge with all working drawings, operating instructions, plans, specifications and information reasonably necessary to enable Diageo to use the Goods or the Services for their intended purpose. The Supplier will also provide Diageo with all certificates of origin, quantity, quality, insurance and compliance with industry requirements or standards and in such form as Diageo may from time to time reasonably request.

7.2 The Supplier will:

(a) send on the day of delivery for each consignment a separate advice note and invoice for each delivery including details of the Goods supplied to the Delivery Address

(b) send on the day of completion of the Services a separate advice note and invoice for each Service (as itemised in the PO) including details of the Services provided; and

(c) mark clearly the PO Number on each package, packing notes, invoices, monthly statements and all other correspondence or documents relating to the PO

7.3 The documents referred to in Conditions 7.1 and 7.2 are herein collectively referred to as "Delivery Documents".

**8. TITLE AND RISK OF LOSS**

8.1 Risk of loss or damage to the Goods will not pass to Diageo until the Goods have been delivered into Diageo's possession and are confirmed by Diageo to be in accordance with the Contract, a PO and/or these Conditions.

8.2 Title to the Goods will pass to Diageo when the Goods are delivered to the Delivery Address, unless payment is made prior to delivery in which case title shall pass upon payment being made. The Supplier shall immediately upon receipt of payment appropriate the Goods to Diageo and shall keep them separate from all other goods in the possession of the Supplier and shall clearly mark the Goods as the property of Diageo. Passing of title shall not in respect of the goods prejudice any right of rejection or other right, which Diageo may have.

**9. PRICE AND PAYMENT**

9.1 The price shall be as stated in the PO and unless otherwise stated shall be exclusive of applicable value added tax. No additional charges, fees or expenses will be payable unless agreed by Diageo in writing in advance. Any variation of the price requires the prior written agreement of Diageo.

9.2 All payments are contingent upon the Goods and/or the performance of the Services conforming with the PO and any specifications accompanying the PO, and receipt of the Delivery Documents to the reasonable satisfaction of Diageo.

9.3 Payment will be made in accordance with the PO.

9.4 Payments of all undisputed amounts will be made within 90 days of receipt of a correct and complete invoice (including the valid PO Number and VAT invoice details) at the Diageo address set out in the PO, or at intervals otherwise agreed in writing by Diageo and the Supplier against the Goods and/or Services delivered. All payments will be made without prejudice to Diageo rights should the Goods or performance of the Services prove unsatisfactory or are not in accordance with the Contract, the PO (or any specifications accompanying the PO) or these Conditions.

9.5 Diageo shall have the right to set-off any amounts which may become payable by it to the Supplier against any amounts the Supplier may owe to Diageo.

9.6 Diageo may withhold payment of any invoiced amount which is the subject of a bona fide dispute between the parties. If as part of the resolution of such a dispute Diageo either agrees or is ordered by a court of competent jurisdiction to pay the disputed sum (or any part thereof) to the Supplier, Diageo will make payment of the relevant amount within 90 days of such agreement or order, unless otherwise agreed or ordered.

9.7 Nothing in these Conditions obligates Diageo to purchase or acquire any minimum level of goods or services from the Supplier.

**10. INTELLECTUAL PROPERTY**

10.1 The Supplier acknowledges that in connection with the provision of any Goods or Services to Diageo, the Supplier may develop works and/or materials, including documents, models, prototypes, software, data, formulae, specifications, inventions, concepts, processes, techniques, analyses, compilations, studies, reports, graphic designs, three dimensional designs, moulds, photographs, names or logos ("Works").

10.2 In connection with all Works:

(a) the Supplier hereby assigns to Diageo, with full title guarantee and without restriction, the legal and beneficial ownership of all intellectual property rights (including but not limited to, copyright, database rights and design rights by way of an assignment of future rights) subsisting in or relating to any Works (collectively the "Intellectual Property");

(b) to the extent that any Intellectual Property is not capable of being assigned at the date of any PO, the Supplier hereby agrees to assign to Diageo, with full title guarantee and without restriction all Intellectual Property at Diageo's request; and

(c) the Supplier agrees at Diageo's request and cost, to do all such things as may be necessary or desirable to vest in Diageo the full benefit of all Intellectual Property subsisting in or relating to any Works.

10.3 Diageo, or where relevant its affiliates, are and will be deemed to be the proprietor of all Diageo trademarks and all associated goodwill. The Supplier hereby acknowledges that the Supplier will not gain any right, title or interest in such trademarks or goodwill and shall not make any use of

- the same without Diageo's prior written approval.
- C.4 Any permission to reproduce the trade marks on any Goods, Services or Works is solely related to the purpose's connected with the Contract and will expire once the Contract is fulfilled or cancelled whichever occurs earlier.
- C.5 Any Goods, Services or Works created in connection with the provision of the Goods or Services supplied to Diageo by the Supplier incorporating Diageo trademarks or trademarks belonging to Diageo affiliates are supplied on a sole and exclusive basis. The Supplier shall not supply the same or similar goods or works to any other party or dispose of them in any way whatsoever other than to Diageo, unless otherwise specified in the PO.
- C.6 The Supplier warrants that the provision of the Goods and/or Services and Diageo's use of those Goods and/or Services in accordance with the PO and the Contract shall not infringe any third party intellectual property rights.
- C.7 The Supplier will not do anything intended or likely to damage any of Diageo's trademarks or Diageo's name or reputation or those of its products.

- 10.9 Any excess Goods produced bearing Diageo names, trademarks or logos which are not supplied to Diageo must be promptly notified to Diageo and destroyed, unless otherwise agreed by Diageo in writing.
- 10.8 The Supplier will defend, indemnify and hold Diageo harmless against all claims and proceedings arising from alleged infringement of any third party's intellectual property rights by reason of the Supplier's provision of the Goods and/or Services. Diageo will notify the Supplier in writing of any allegation of infringement and will allow the Supplier to secure a right of continued use for Diageo or modify or replace the Goods and/or Services, or any item provided as part thereof so as to avoid the infringement, provided that the modification or replacement does not materially adversely affect the nature and quality of the Goods or the Service.
- 10.10 If the Services involve an association with the Supplier as an individual (e.g. as a brand ambassador or artist associated with a Diageo brand), or association with an individual who is retained by the Supplier, the Supplier shall not engage in any conduct and shall procure that any retained person does not engage in any conduct that would be likely to harm or misuse or intentionally bring into disrepute the good name, image or reputation of the

individual, Diageo, Diageo affiliates, or Diageo brands

## 11. OUR PROPERTY & PREMISES

- 11.1 All tools or materials, dyes, jigs, fixtures, patterns or other items of equipment ('Equipment') and all drawings, specifications and other data or papers ('Documents') provided commissioned or owned by Diageo or created for Diageo in connection with the Contract, together with all copies or reprints will remain the property of Diageo at all times. Equipment will be marked as belonging to Diageo. Equipment and Documents shall be used solely for the purpose of fulfilling the Contract and handed over to Diageo on completion, cancellation or termination of the Contract. The Supplier will from that date on make no further use, either directly or indirectly of any Documents, or of any information that comes from Documents without Diageo's written consent.
- 11.2 The Supplier shall not attend or access any premises owned or operated by Diageo without Diageo's prior written permission. Without prejudice to the foregoing, the Supplier shall ensure that its personnel (including individual contractors and any personnel retained by the Supplier's subcontractors) comply with Diageo's health and safety policies at all times when present at Diageo premises, and without

prejudice to its other rights and remedies Diageo may remove any Supplier personnel from the premises if such personnel fail to do so. The Supplier shall not store any of its equipment at any Diageo premises without Diageo's prior written consent and any Supplier equipment stored on Diageo's premises are stored there are the Supplier's sole risk. Diageo accepts no responsibility for the safe-keeping of such equipment.

1.3 Diageo has closed circuit television ("CCTV") cameras at various locations on its sites. Use of CCTV by Diageo is necessary for a number of purposes including, without limitation: (a) security of persons and property; (b) prevention and detection of crime; and (c) compliance with legal obligations and health and safety requirements. Diageo's use of CCTV cameras shall be in accordance with applicable laws and Diageo's Global CCTV Policy, as may be modified and supplemented from time to time. CCTV images may be disclosed to relevant third parties at Diageo's discretion. The Supplier acknowledges that it is solely responsible for ensuring that its personnel are fully aware of the CCTV cameras on Diageo's sites and how and why images from such CCTV may be used and disclosed.

1.4 The Supplier warrants, represents and undertakes to Diageo that, at all times

during the Term, in providing the Services it shall:

- (a) ensure that its vehicles, equipment, operating methods and processes and systems of work are safe and of a standard that meets or exceeds the requirements of all applicable health and safety legislation and Good Industry Practice. (Good Industry Practice means the high level of skill, care, diligence, foresight, practice and attention expected of an experienced and market-leading supplier supplying the Services); and
- (b) adhere to and ensure compliance by it and all its personnel, sub-contractors and/or agents with Diageo's health and safety policies, which the Supplier acknowledges having received.

## 12. CONFIDENTIALITY

12.1 The existence and terms of the Contract, the existence of any relationship or association between Supplier and Diageo, and any other information and materials relating to Diageo or its business disclosed to the Supplier by or on behalf of Diageo ("Confidential Material") prior to or after the entering into of the Contract shall be confidential information of Diageo. The Supplier shall only use Confidential Material in the performance of its

obligations under the Contract and shall not disclose the same to any third party or use the same for any other reason, without Diageo's prior written consent.

12.2 This Condition 12 does not apply to information which is:

- (a) in the public domain through no breach or fault of the Supplier;
- (b) in the possession of the Supplier before disclosure by Diageo;
- (c) obtained by the Supplier from a third party who is free to disclose the same; or
- (d) legally required to be disclosed.

12.3 The Supplier's obligations set out in this Condition 12 shall continue in force after the date of the performance of the Contract and thereafter in perpetuity.

12.4 The Supplier shall take all necessary precautions to ensure the security of all Confidential Material and shall comply with Diageo's directions in relation to all Confidential Material.

12.5 The Supplier shall ensure that Confidential Material is disclosed only to those of its employees who need to know it for the

- purpose of performing the obligations of the Supplier under the Contract and who are bound by appropriate and legally binding confidentiality and non-use obligations. The Supplier shall be fully responsible for all disclosure and use of the Confidential Material including any unauthorised disclosure or use of the Confidential Material by its employees.
- 12.6 All documents, files and other items (in whatever format or medium) which contain or record Confidential Material shall remain or become the property of Diageo, and the Supplier shall cease to use them and deliver them to Diageo upon request, together with all copies thereof.
- 12.7 The Supplier shall not, and shall ensure that its employees shall not, in any way publicise its relationship with Diageo and its associated companies without the express written agreement of Diageo.
- 12.8 It is acknowledged by the Parties that a violation of this Condition 12 would cause irreparable harm to Diageo, for which monetary damages would be inadequate and injunctive relief may be available for a breach of this Condition.
13. **BREACH, TERMINATION ETC.**
- 13.1 If the Goods or Services are not supplied or performed in accordance with the Contract

- Diageo may, without prejudice to any other remedy, require the Supplier to supply replacement Goods or re-perform Services within 7 days; alternatively or if the Supplier fails to do so Diageo may cancel the Contract, require refund of any part of the Contract price already paid and claim damages and any losses and costs incurred by Diageo.
- 13.2 Diageo may terminate the Contract immediately, by written notice without any liability to the Supplier, if:
- (a) the Supplier makes any arrangement with its creditors, becomes subject to an administration order or goes into bankruptcy, liquidation, or receivership;
  - (b) a receiver, trustee or liquidator is appointed over any of the Supplier's property or assets;
  - (c) anything or any step equivalent to the matters referred to in Conditions 13.2(b) or 13.2(c) above occurs in any other jurisdiction;
  - (d) the Supplier becomes unable to pay its debts generally as they become due, or ceases or threatens to cease to carry on business; or

(e) Diageo reasonably considers that any of the events set out in Condition 13.2(a) to (c) is about to occur to the Supplier.

13.3 On cancellation/termination of the Contract by Diageo, the Supplier will immediately return to Diageo any of Diageo's property held by the Supplier at no further cost to Diageo. Diageo may enter the Supplier's premises to recover such property.

13.4 The rights set out in this Condition 13 are in addition and without prejudice to Diageo's other legal rights and remedies.

#### 14. CANCELLATION & TERMINATION

14.1 Diageo may at its option cancel the Contract in whole or in part with respect to any undelivered Goods or Services not performed to completion. Diageo's only obligation for cancelling the Contract covering standard stock Goods will be to pay for Goods shipped prior to cancellation. If Diageo cancels the Contract covering Goods made to its specification or for Services part-performed and initiated at its request, and the Supplier is not in breach of the Contract, the FG or these Conditions subject to delivery and/or performance of the same, Diageo will pay the Supplier the agreed unit price for Goods completed and/or Services part-performed calculated as a reasonable percentage of the agreed

- completed Services price and also the direct and proven costs arising from the manufacture of the Goods incurred by the Supplier before the Supplier received notice of cancellation. Under no circumstances will the total payment upon cancellation exceed the total Contract price. Diageo will not be liable for prospective or anticipated profits by reason of such cancellation or other economic or consequential loss.
- 15. ASSIGNMENT AND SUBCONTRACTING**
- 15.1 Diageo may assign the Contract and its rights and obligations to any other company directly or indirectly owned and/or controlled by Diageo plc.
- 15.2 The Contract is personal to the Supplier and the Supplier may not without Diageo's prior written consent assign, mortgage, charge or dispose of any of its rights or obligations, or sub-contract or otherwise delegate performance of its obligations, without prejudice to the foregoing. If the Supplier engages any subcontractor in the performance of its obligations under the Contract, then the Supplier shall be responsible for any acts or omissions of such subcontractor in connection with the Contract as if those acts or omissions were its own.
- 15.3 The Supplier will on request provide Diageo with full details of any suppliers to the Supplier of goods or services which are or are intended to be incorporated in the Goods and/or Services supplied to Diageo.
- 16. BRIBERY & CORRUPTION**
- 16.1 The Supplier agrees that, at any time after the effective date of the Contract, it shall not, and it shall procure that its directors, employees, agents, representatives, contractors or subcontractors shall not, commit any offence under any legislation or common law anywhere in the world creating offences in respect of bribery or fraudulent or corrupt acts, including but not limited to the Prevention and Combating of Corrupt Activities Act 2004, UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977.
- 17. DATA PROTECTION**
- 17.1 The Supplier warrants and undertakes to comply with its obligations under applicable laws relating to data protection and privacy, including without limitation, the Protection of Personal Information Act 4 of 2013 and, without prejudice to the foregoing, the Supplier shall not act or omit to act in a manner that will or is likely to result in Diageo or any of its affiliates breaching its obligations under such applicable laws.
- 17.2 To the extent the Supplier processes any personal data on behalf of Diageo or any of its affiliates, the Supplier shall: (i) process such personal data only in accordance with Diageo's instructions; (ii) implement appropriate technical and organisational measures to protect such personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure; (iii) ensure the reliability of any its personnel with access to such personal data and that such personnel have a binding obligation to protect the confidentiality of such personal data; (iv) notify Diageo promptly in writing (and with a copy to [csi@diageo.com](mailto:csi@diageo.com)) (but in any event within 24 hours of becoming aware of it), of any suspected, potential or actual data incident, including any suspected, potential or actual accidental, unlawful or unauthorised destruction, disclosure, loss, alteration or access in relation to personal data processed on behalf of Diageo or any of its affiliates; (v) allow Diageo to conduct physical inspections of the Supplier's premises to ensure compliance with this clause; (vi) not subcontract any processing of such personal data without the prior written consent of Diageo; and (vii) upon termination or expiry of this agreement, at Diageo's request, promptly delete or return all personal data; and (viii) not process and/or transfer any such personal data to any country outside the Republic of South

- Africa without the prior written consent of Diageo.
18. **MISCELLANEOUS**
- 18.1 Nothing in this Agreement will create, or be deemed to create, a partnership or the relationship of principal and agent, or employer and employee between Diageo and the Supplier.
- 18.2 The Contract contains the entire agreement between the parties with respect to its subject matter, and may only be modified by a written document signed by duly authorised representatives of both parties.
- 18.3 Diageo may from time to time alter these Conditions in such manner as it determines. Such alteration will, however, not affect any Contract that Diageo may have entered into with the Supplier prior to the alteration.
- 18.4 The Supplier acknowledges that, in entering into the Contract, the Supplier does not do so on the basis of, nor rely on, any representation, warranty or other provision except as expressly set out in the FO.
- 18.5 If any provision of the Contract is held by any court or other competent authority to be void or unenforceable in whole or part, the

Contract will continue to be valid as to its other provisions.

- 18.6 A reference to a 'Condition' in these Conditions is a reference to a clause of these Conditions.

**19. NOTICES**

- 19.1 Any notice required or authorised under these Conditions to be given by a party to the other will be given by delivering it by hand or sending it by pre-paid recorded delivery post to the other party at its registered office and marked for the attention of the Company Secretary or to such other address as may be agreed from time to time.

**20. GOVERNING LAW**

These Conditions and any Contract of which these Conditions form part will be governed by the laws of the Republic of South Africa.