



SALES & MARKETING

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

**ISSUED PURSUANT TO THE CONSUMER PROTECTION ACT 2007 (GROCERY
GOODS UNDERTAKINGS) REGULATIONS 2016**

1. **Supplementary Terms**

- 1.1 These terms and conditions (the “**Supplementary Terms**”) are supplementary to the agreement (the “**Agreement**”) under which Allegro purchases goods (“**Goods**”) from you (“**Supplier**”).
- 1.2 The Supplementary Terms reflect the requirements stipulated in the Grocery Regulations as defined in Clause 2.2). These Supplementary Terms apply only in relation to the supply by the Supplier to Allegro of Relevant Goods (as defined in Clause 2.2). In respect of the supply of Relevant Goods by the Supplier to Allegro, to the extent that there is any conflict between these Supplementary Terms and any term in the Agreement, the Supplementary Terms shall prevail.

2. **Definitions and Interpretation**

- 2.1 The definitions set out in the Agreement have the same meaning in these Supplementary Terms.
- 2.2 In these Supplementary Terms unless the context otherwise requires:
- (a) “Grocery Regulations” means the Consumer Protection Act 2007 (Grocery Goods Undertakings) Regulations 2016;
- (b) “Incoterms” means the international rules for the interpretation of trade terms of the International Chamber of Commerce 2010;
- (c) “Order” means any order from Allegro to the Supplier for Relevant Goods as set out in the Purchase Order;
- (d) “Proof of Delivery” means the written confirmation (in any form) of the delivery of the Relevant Goods in a form acceptable to Allegro;
- (e) “Purchase Order” means the purchase order form issued by Allegro to the Supplier setting out the description, quantity, price, discounts (if any), payment terms, the Delivery Date and any other associated terms in connection with the Relevant Goods and any variation thereof by Allegro prior to acceptance of the Contract;

- (f) “Relevant Goods” means Goods which are subject to the Grocery Regulations.

3. **The Contract**

- 3.1 The Contract between Allegro and the Supplier for each Order comprises (in the following order of precedence):
- (a) These Supplementary Terms;
- (b) the Purchase Order, subject to any additional commercial terms agreed in writing between the Supplier and Allegro, including but not limited to the Proof of Delivery (the “**Additional Commercial Terms**”);
- (c) the Agreement; and
- (d) if applicable, the Incoterms, (together, the “**Contract**”).
- 3.2 The placing of a Purchase Order by Allegro to the Supplier is an instruction to the Supplier to supply the Relevant Goods specified in the Purchase Order. A legally binding agreement to supply the ordered Relevant Goods shall come into effect upon the acceptance of the Order by the Supplier.
- 3.3 The Supplier is deemed to accept the Order on the earlier of (i) the written acceptance of the Purchase Order by the Supplier or (ii) the Supplier’s delivery of the Relevant Goods. By agreeing to supply to Allegro, the Supplier acknowledges and accepts that these Supplementary Terms form part of the Contract described in Condition 3.1 above.
- 3.4 Allegro may, with the agreement of the Supplier, vary any of the terms of the Contract or part of the Contract following at least [24 hours’] written notice of such variation to the Supplier or such other period as may be agreed with the Supplier.
- 3.5 Allegro and the Supplier may agree to renew the Contract or part of the Contract by providing [24 hours’] written notice of such renewal or such other period as may be agreed with the Supplier.
- 3.6 Allegro may terminate the Contract or any part of the Contract by providing at least [24 hours’] written notice of intended termination or such other period as may be agreed with the Supplier.
- 3.7 [Nothing in these Supplementary Terms creates an obligation on Allegro to order any Goods from the Supplier.]

4. **Supplies from a Third Party**
- 4.1 Allegro may require the Supplier to obtain Goods from a third party from whom Allegro receives payment for the arrangement. However, Allegro may not do so unless:
- (a) the Supplier's source for the Goods fails to meet Allegro's reasonable quality standards including, where applicable, the standards set out in the Agreement; and
- (b) the undertaking which provides the Goods to the Supplier charges more for them than is charged for the supply of equivalent quality and quantity by the third party proposed by Allegro.
5. **Payment**
- 5.1 Unless a longer payment term is agreed, Allegro shall pay the price of the Relevant Goods not later than 60 Days from the date on which the delivery was made or the invoice received by Allegro (whichever is the later) subject to any shorter payment terms which are mandatory under applicable law, in which case the maximum payment term that can be agreed between the parties under such law shall apply.
6. **Forecasts**
- 6.1 Upon reasonable request of the Supplier, Allegro shall provide the Supplier with a forecast for the Relevant Goods required by Allegro in a specific period. The provision of a forecast does not oblige Allegro to purchase Relevant Goods nor the Supplier to supply Relevant Goods.
- 6.2 Allegro shall act in good faith in providing a forecast. However, Allegro makes no representation, warranty or commitment of any kind in respect of the accuracy or completeness of such forecasts.
- 6.3 The Supplier acknowledges that any forecast provided by Allegro is illustrative only. The Supplier shall not be entitled to compensation from Allegro as a result of any difference between forecasts and actual Orders for Relevant Goods made by Allegro.
7. **Listing Fees**
- 7.1 Allegro may require payment from the Supplier as a condition of stocking, displaying or listing Relevant Goods.
- 7.2 However, it shall not do so unless such payment is based on an objective and reasonable estimate of Allegro's costs of doing so.
- 7.2 Upon request, Allegro shall provide to the Supplier an estimate of the cost of stocking, displaying or listing the Relevant Goods and the basis for that estimate.]
8. **Promotions**
- 8.1 Allegro may require payment from the Supplier in respect of promotions.
- 8.2 Allegro shall give reasonable written notice of such promotions, including the duration and frequency of the promotion, the quantity of Relevant Goods to be ordered for the promotion and the basis for such quantity.
- 8.3 Upon request, Allegro shall provide to the Supplier an estimate of the promotion costs and the basis for that estimate.
9. **Marketing Costs**
- 9.1 Allegro may require payment from the Supplier in respect of marketing costs.
- 9.2 Such payment shall be based on an objective and reasonable estimate of the marketing costs. Upon reasonable request, Allegro shall provide the Supplier with an estimate of the marketing costs and the basis for that estimate.
10. **Wastage**
- 10.1 Allegro may require payment from the Supplier in respect of wastage.
- 10.2 Such payment shall be based on an objective and reasonable estimate of the cost of the wastage. Upon reasonable request, Allegro shall provide the Supplier with an estimate of the wastage costs and the basis for that estimate.
11. **Shrinkage**
- 11.1 Allegro may require payment from the Supplier in respect of shrinkage.
- 11.2 Such payment shall be based on an objective and reasonable estimate of the cost of the shrinkage.
- 11.3 Upon request, Allegro shall provide to the Supplier an estimate of the shrinkage costs and the basis for that estimate.
12. **Force Majeure Event**

- 12.1 Neither Allegro nor the Supplier shall be responsible for a failure to carry out any obligation under the Contract to the extent the failure is caused directly by a Force Majeure Event, provided the affected party:
- (a) promptly notifies the other party that the Force Majeure Event has occurred, provides details of the specific circumstances that have given rise to the Force Majeure Event, gives a reasonable estimate as to how long the Force Majeure Event is likely to last and notifies the other party as soon as reasonably possible once the Force Majeure Event has ended;
 - (b) takes all reasonable steps to prevent, avoid and minimise the effects of the Force Majeure Event;
 - (c) carries out its obligations to the fullest extent reasonably achievable while the Force Majeure Event is ongoing; and
 - (d) complies with any agreed disaster recovery plan.
- 12.2 If the Force Majeure Event prevents either Allegro or the Supplier from complying with any material provision of the Contract and continues for more than 30 days without remedy, the other party may terminate any affected Purchase Order with immediate effect by giving notice.