



**STANDARD TERMS AND CONDITIONS
FOR THE
PURCHASE OF GOODS**

1. **Definitions and Interpretation**

1.1 In these Conditions unless the context otherwise requires:

“**Additional Commercial Terms**” has the meaning given to it in Condition 2.1(a);

“**Business Day**” means a day (other than Saturday, Sunday or public holiday) when banks in Dublin are open for business;

“**Change of Control**” means the person who directly or indirectly owns or controls the Supplier on the date of the first Contract between the Supplier and Allegro ceases to own all of or control the Supplier;

“**Conditions**” means these Allegro Standard Terms and Conditions for the Purchase of Goods;

“**Contract**” has the meaning given to it in Condition 2.1;

“**Delivery**” means regular delivery unless agreed otherwise between the Supplier and Allegro;

“**Delivery Date**” means the date by or on which the Goods are to be delivered;

“**Delivery Location**” means the location at which the Goods are to be delivered;

“**Delivery Period**” means the calendar month in which delivery is made by a Supplier to Allegro;

“**euro**” or “**EUR**” or “**€**” means the lawful currency of Ireland;

“**Force Majeure Event**” means any event beyond the reasonable control of Allegro or the Supplier which does not relate to its fault or negligence (not including industrial action by employees of Allegro or the Supplier, or any breakdown of plant or machinery under the control of Allegro or the Supplier);

“**Goods**” means the goods or any part of them to be supplied to Allegro by the Supplier as set out under the Contract, and where the context so requires shall include the Services;

“**Incoterms**” means the international rules for the interpretation of trade terms of the International Chamber of Commerce 2010;

“**Insurances**” has the meaning given to it in Condition 12.1;

“**Invoice**” means a valid invoice;

“**Losses**” means all liabilities (including any tax liability), direct, indirect or consequential losses, loss of profit, loss of reputation, damages, claims, proceedings or legal costs (on an indemnity basis), judgments, costs (including costs of enforcement), expenses and all interest, penalties, compensation payments to third parties and legal and other professional costs and expenses;

“**Order**” means any order from Allegro to the Supplier for the Goods as set out in the Purchase Order;

“**Order Number**” means the number assigned to a Purchase Order by Allegro;

“**Product Recall**” has the meaning given to it in Condition 6.1;

“**Proof of Delivery**” means the written confirmation (in any form) of the delivery of the Goods in a form acceptable to Allegro;

“**Purchase Order**” means the purchase order form issued by Allegro to the Supplier setting out the description, quantity, price, payment terms, the Delivery Date and any other associated terms in connection with the Goods and any variation thereof by Allegro prior to acceptance of the Contract;

“**Recalled Goods**” means Goods or any product into which Goods have been incorporated which are the subject of a Product Recall;

“**Services**” means any services ancillary to the provision of Goods which the Supplier may provide to Allegro, in connection with the Order;

“**Specification**” means the highest quality Goods which also comply with all laws, regulations and trade guidelines, are consistent with the principles and standards applicable to the highest quality food production and would not cause loss of reputation to Allegro or its brands and such other specification, quality and description of the Goods as may be specified by Allegro from time to time;

“**Supplier**” means the person, firm or company who has supplied the Goods or has agreed to supply the Goods to Allegro and where relevant to whom the Purchase Order is addressed;

“**Allegro**” means Allegro Ltd, a company incorporated in Ireland under registration number 11749 and having its registered office at Charles McCann Building, The Ramparts, Dundalk, Co. Louth and any subsidiaries of Allegro Ltd as appropriate; and

“**VAT**” means value added tax chargeable under law and any similar replacement or additional tax.

1.2 In these Conditions, unless the context otherwise requires, a reference to:

(a) the singular includes the plural and vice versa and references to one gender includes all genders;

(b) writing or written includes email;

(c) “day” or a “Business Day” shall mean a period of 24 hours running from midnight to midnight; and

(d) any other document referred to in these Conditions is a reference to that document as amended, from time to time.

1.3 Any phrase introduced by the terms “other”, “including”, “include” and “in particular” or any similar expression shall not limit the sense of the words preceding those terms.

2. The Contract

2.1 The Contract between Allegro and the Supplier for each Order comprises (in the following order of precedence):

(a) 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**”). In the event of any variation between the Purchase Order and the Proof of Delivery, the Proof of Delivery shall take precedence;

(b) these Conditions; and

(c) if applicable, the Incoterms,

(together, the “**Contract**”).

2.2 The placing of a Purchase Order by Allegro to the Supplier is an instruction to the Supplier to supply the Goods specified in the Purchase Order. A legally binding agreement to supply the ordered Goods shall come into effect upon the acceptance of the Order by the Supplier.

2.3 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 Goods. By agreeing to supply to Allegro, the Supplier acknowledges and accepts that these Conditions form part of the Contract described in Condition 2.1 above.

2.4 The Contract shall prevail over any inconsistent terms or conditions stipulated by the Supplier or otherwise implied by trade custom or practice or course of dealing.

3. Purchase Order

3.1 No Purchase Order shall be capable of acceptance by the Supplier unless it is in writing from Allegro.

3.2 The Supplier must quote the Order Number on all correspondence and all invoices relating to the Order.

3.3 Each Purchase Order shall specify the Delivery Date and Delivery Location. If Allegro and the Supplier agree that the Delivery Date and/or Delivery Location are to be specified after the placing of a Purchase Order, Allegro shall give the Supplier reasonable advance notice of the relevant information.

3.4 There is no minimum volume obligation for any Order, unless otherwise agreed in writing between the parties. Any commitment by Allegro to a minimum volume obligation may be cancelled or amended by Allegro upon 30 days written notice to the Supplier, save to the extent that national legislation in the Member State in which the Supplier is based provides for a shorter period.

3.5 The supply of Goods by the Supplier shall be on a non-exclusive basis.

3.6 If the Supplier is unable to supply the Goods specified in the Purchase Order,

the Supplier shall immediately advise Allegro.

4. **Food Safety and Quality**

4.1 The parties acknowledge that food safety and quality of Allegro's products is of fundamental importance and priority for Allegro. The Supplier shall supply safe and quality Goods by (i) maintaining a quality (including food safety) management system and continually monitoring and improving the effectiveness of such system and (ii) only supplying Goods in compliance with the Specification.

4.2 The Supplier shall, and shall ensure that its subcontractors shall, keep all records relating to the Goods, as may be required by law or as would otherwise be kept as good business practice or under the principles of orderly accounting.

4.3 To assure Allegro of the Supplier's quality control, the Supplier shall, upon request by Allegro:

(a) demonstrate to Allegro's satisfaction that it uses quality procedures and systems to ensure conformity to the Specification;

(b) deliver to Allegro all records in connection with the Goods as maintained by the Supplier or its subcontractors, as the case may be; and

(c) permit Allegro (and its Auditors) to inspect and conduct an audit of the Supplier's business to review compliance with the Specification and the Contract.

4.4 Where changes are made to any Specification as a result of any applicable regulatory or statutory or EU law requirements or guidelines, the Supplier must notify Allegro of such changes as soon as possible and in any event, before the Goods are delivered.

4.5 No deposit or prior payment or other action taken in respect of the Goods shall prejudice Allegro's rights of inspection or rejection and the making of, or failure to make, inspection shall not impair Allegro's rights to reject the Goods or invoke all rights and remedies provided by law or under the terms of the Contract.

4.6 The terms of the Contract shall apply to any replacement Goods supplied by the Supplier.

5. **Warranty**

5.1 The Supplier undertakes, represents and warrants to Allegro that the Goods and their packaging and labelling:

(a) are owned by the Supplier free from rights of third parties;

(b) conform to the Specification and the Contract;

(c) shall be of satisfactory quality, fit for their intended purpose (whether such purpose is implied or expressly stated in the Specification) and are not damaged or contaminated in any way;

(d) may in all cases be sold by Allegro to its customers without limitation or restriction; and

(e) comply with applicable law in the country of origin and the country in which the Goods are to be delivered, stored and/or marketed.

5.2 The Supplier warrants that it is the holder of all relevant consents and/or licences required in the performance of its obligations under the Contract.

5.3 Nothing in these Conditions shall be taken in any way as limiting or excluding any rights of Allegro under applicable law.

5.4 The Supplier shall at all times comply with all relevant laws that apply to it relating to the supply of the Goods.

6. **Product Recall**

6.1 Allegro may withdraw or recall any Goods or any products into which Goods have been incorporated from consumers or any part of the distribution chain for Goods (a "**Product Recall**") if Allegro believes, after consultation with the Supplier (but at its absolute discretion), that:

(a) the Goods may not be, for whatever reason, in accordance with the Specification; or

(b) the continued sale of the Recalled Goods would be inconsistent with the principles

and standards applicable to highest quality food production or would cause loss of reputation to Allegro or any of its brands, or

(c) the Product Recall is required by applicable law or by a Competent Authority with relevant jurisdiction.

6.2 The Supplier shall, on request, supply to Allegro a contact name and telephone details of a person who will be available to deal with any material incidents which affects Allegro, including Product Recalls and related matters.

6.3 The Supplier undertakes to maintain appropriate and accurate records to enable immediate Product Recall and to have in place a Product Recall procedure to ensure that all quality incidents and Product Recall situations are managed in a timely and effective manner. Such procedure shall include ensuring effective communication is maintained with Allegro.

6.4 The Supplier shall be responsible for Product Recall whether such Product Recall is carried out at the request of Allegro, the Supplier or in order to comply with applicable law or recommendation made by a regulatory body. The Supplier shall indemnify Allegro for all costs, lost profits, damages or expenses incurred by Allegro or its customers in connection with any Product Recall or damaged foods or Goods that do not comply with the Specification.

6.5 In addition and without prejudice to the indemnity set out above, the Supplier will pay Allegro a reasonable fee per Product Recall event where such Product Recall event is attributable in whole or in part to negligence or fault on the part of the Supplier to cover the administrative costs incurred by Allegro arising from the Product Recall. This fee may vary depending on the Product Recall.

6.6 If there is a Product Recall the Supplier will cooperate with Allegro to ensure that the Product Recall is promptly implemented.

6.7 The Supplier shall quarantine the Recalled Goods and Goods that Allegro or the Supplier believe are likely to be subject to the same defect as the Recalled Goods and shall not destroy such quarantined Recalled Goods without Allegro's prior written approval.

6.8 The Supplier will only supply Goods replacing the Recalled Goods on Allegro's request and will, at its own expense, deliver an equal number of replacement Goods to Allegro as soon as is reasonably practicable, if requested to do so by Allegro.

6.9 Unless otherwise agreed in writing by Allegro, all press or other enquiries relating to Recalled Goods or the Product Recall shall only be dealt with by Allegro. Any enquiries received by the Supplier shall be immediately referred to Allegro.

6.10 Allegro shall be solely responsible for the publication of any notices or press releases associated with a Product Recall unless otherwise agreed in writing by Allegro.

6.11 The Supplier shall be responsible for and shall respond immediately to all complaints arising from matters within its control and shall indemnify Allegro for all costs, damages or expenses incurred by Allegro in connection with the Goods or Services not being in compliance with the Contract or incurred in connection with a customer complaint. Allegro shall forward details of all complaints as soon as possible after receiving same to the Supplier and the Supplier shall copy Allegro in all correspondence with the complainant. A reasonable complaint handling charge will apply for each complaint made to Allegro in relation to any Goods supplied which will be payable by the Supplier.

7. **Delivery**

7.1 Delivery of the Goods shall take place strictly in accordance with Allegro's delivery instructions whether given in the Purchase Order or separately from time to time. Upon reasonable request being provided in writing to the Supplier, Allegro may request the Supplier's consent with respect to updating delivery instructions, with such consent not to be unreasonably withheld by the Supplier. Each delivery must be clearly marked in accordance with the Purchase Order. If no delivery instructions are provided, Incoterm DDP (Delivery Address) shall apply.

7.2 The Supplier shall ensure that the Goods will be properly and safely packed and stored in such a manner as to reach their destination undamaged and according to the Specification.

7.3 If Allegro determines that the Goods do not comply with the Contract,

Allegro shall be entitled, at its sole discretion without liability to the Supplier (arising out of such action) and without prejudice to any other right or remedy Allegro may have (contractual, statutory or otherwise), take one or more of the following actions:

- (a) reject the relevant Goods (in whole or in part) and any Goods already delivered which cannot be effectively and commercially used by reason of the non-delivery of any undelivered Goods;
- (b) refuse to accept any subsequent delivery of Goods;
- (c) require the Supplier at its sole cost to replace the unsatisfactory Goods so that the Goods conform to the Specification;
- (d) withhold payment of the price for the Goods until the requirements of the Order are entirely fulfilled;
- (e) require the repayment of any part of the price of the Goods which Allegro has paid whether or not Allegro has previously required the Supplier to supply any replacement Goods; and/or
- (f) be entitled to deduct from the price or, if Allegro has paid the price, claim damages for any additional cost, loss or expense incurred by it which are in any way attributable to the Supplier's failure to supply the Goods in accordance with the Contract.

7.4 In circumstances where the Supplier fails to promptly replace the rejected Goods in accordance with Condition 7.3(c), Allegro, may without affecting its rights under the Contract, purchase the same or similar Goods from a third party

7.5 In the event that the Supplier believes that Allegro failed to comply with the Contract and that the failure will impact the Supplier's ability to provide the Goods, the Supplier shall:

- (a) notify Allegro promptly, providing sufficient details of the non-compliance and the impact it is having; and

- (b) take all reasonable steps to minimise the effects of Allegro's failure.

Provided that the Supplier complies with 7.5(a) and 7.5(b) above, the Supplier will not be liable for failing to provide the Goods to the extent this is directly caused by Allegro's failure to comply with the Contract.

7.6 The Supplier shall maintain adequate labour and facilities sufficient to meet the Order of Allegro and shall ensure that the personnel it employs to carry out the services are fully qualified, legally permitted to work in the relevant jurisdiction and suitable to perform the services to the standards necessary and reasonably required by Allegro.

7.7 The Supplier shall at all times supply Allegro with all such information as Allegro shall request for the purposes of confirming compliance by the Supplier with applicable law.

7.8 The Supplier shall ensure that Allegro's premises are left clear, tidy and safe as they were when the Supplier or the Supplier's personnel entered them.

8. Acceptance of Goods

8.1 If (acting reasonably and in accordance with applicable law) Allegro determines that the Goods do not comply with the Contract or Specification or if the Supplier fails to deliver the Goods in accordance with the Contract, Allegro can reject the Goods.

8.2 Where Allegro has rejected Goods (in whole or in part), the Supplier shall promptly contact Allegro and arrange for collection of the Goods as soon as possible. Where collection has not taken place within a reasonable period of time, to be notified in writing by Allegro, Allegro may recover from the Supplier any incremental storage and handling costs incurred by Allegro and, at a cost rechargeable to the Supplier, either:

- (a) destroy the Goods; or
- (b) return the Goods to the Supplier.

8.3 No inspection or testing by Allegro whether before or after delivery of the Goods nor the signing of any delivery note or other document acknowledging physical receipt of any Goods shall be deemed to constitute acceptance or

approval of the Goods nor be deemed a waiver of Allegro's rights or remedies (contractual, statutory or otherwise) where the Goods are found to be not in accordance with the Contract.

9. **Title and Risk**

The Goods shall be at the risk of the Supplier until they are delivered in accordance with the Purchase Order when (without prejudice to any right of rejection which Allegro may have by law and unless the Purchase Order specifies otherwise) title to and risk in the Goods shall pass to Allegro, provided that if Allegro pays for the Goods prior to delivery, title to the Goods shall pass to Allegro when payment is made and the Supplier shall be liable for the safe and appropriate storage of the Goods on Allegro's behalf until the Goods are delivered. Notwithstanding the foregoing, the Supplier shall be liable for any loss or damage discovered after transfer of title to the Goods which is determined by Allegro to be a result of a breach of the Contract or any negligence, faulty packaging or handling by the Supplier or its suppliers.

10. **Prices and Payment**

10.1 The price of the Goods shall be stated in the Purchase Order and shall be inclusive of all other costs incurred by the Supplier in relation to the Goods, their delivery and the Services, unless otherwise specified in the Purchase Order. Allegro shall not pay for excess Goods unless they expressly accept the excess Goods.

10.2 All prices payable under the Purchase Order are exclusive of VAT and any other applicable tax or duty payable upon such sums. Allegro shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of Goods.

10.3 Invoices shall be drawn up in compliance with applicable law (including any applicable tax and VAT requirements), in such form as Allegro specifies from time to time, quoting the Order Number and shall be addressed to the address provided in the Purchase Order.

10.4 In relation to the supply of Goods falling within the scope of the European Union (Unfair Trading Practices in the agricultural and food supply chain) Regulations 2021, Allegro shall pay the price of the Goods not later than 60 Days (or 30 Days in the case of perishable agricultural and food products (as that term is defined)) from (i) the date on which the delivery was made (or for the purpose of regular deliveries, from the date on which

a Delivery Period ends) or (ii) the date on which the Invoice is 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. In relation to the supply of Goods which fall outside the scope of the European Union (Unfair Trading Practices in the agricultural and food supply chain) Regulations 2021, unless a longer payment term is agreed, Allegro shall pay the price of the Goods within 75 Days from the date on which the delivery was made or the Invoice received by Allegro (whichever is 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.

10.5 If any sums are due to Allegro from the Supplier, then Allegro shall be entitled to set-off such sums against any payments due to the Supplier from Allegro.

10.6 Any money paid by Allegro to the Supplier in respect of any Goods rejected under the Contract, shall be paid by the Supplier to Allegro, within five Business Days of the date of Allegro's notice demanding the same.

10.7 Unless otherwise stated in the Purchase Order, the Goods shall be priced in and payment made in euro. If the Purchase Order stipulates a different currency then Allegro may pay the Supplier in that currency

10.8 If Allegro disputes any invoice or other statement of monies due, Allegro shall notify the Supplier and Allegro shall only be obliged to pay the amount invoiced when the dispute is resolved. The Supplier shall provide all such evidence as may be necessary to verify the disputed invoice or request for payment.

11. **Indemnity and Liability**

11.1 The Supplier acknowledges that Allegro places particular reliance upon the Contract and in addition to any other remedy available to Allegro, the Supplier irrevocably and unconditionally agrees to indemnify Allegro and its group, their employees, sub-contractors and agents in full and on demand and keep them so indemnified against all Losses made against or incurred or suffered by any of them and whether wholly or in part resulting directly or indirectly from the matters listed below, whether or not the

Losses or the consequences of the matters listed below were foreseeable at the date of the Order:

- (a) any claims that the Goods infringe the intellectual property of any third party;
- (b) any breach of the Contract by the Supplier;
- (c) any claim made against Allegro by a third party arising out of or in connection with a breach of the Contract by the Supplier;
- (d) any liability being incurred under law relating to consumer protection and product liability in respect of the Goods;
- (e) any Product Recall.

11.2 The Supplier shall provide all facilities, assistance and advice required by Allegro or its insurers for the purpose of contesting or dealing with any action or claim.

11.3 Allegro shall have no liability to the Supplier for any economic or consequential loss (including loss of profit, goodwill or reputation), or for any indirect liability arising from the Supplier's negligence, breach of Contract or statutory duty or otherwise, howsoever arising.

11.4 Nothing in the Contract shall exclude or limit liability for: (i) death or personal injury arising from a party's negligence; (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by law; (iv) breach of any applicable law in relation to defective products; (v) the indemnities contained in Condition 11.1; or (vi) any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit liability.

11.5 Nothing shall restrict or limit a party's general obligation at law to mitigate a loss which it may incur as a result of a matter that may give rise to a claim under this indemnity.

12. Insurance

12.1 The Supplier shall at its own cost take out and keep in place, with reputable insurers, appropriate and adequate insurance policies (hereinafter referred to as the "Insurances") including Product Liability Insurance in the sum of not less than €2.6 million for any one incident.

13. Confidentiality

Save as required by law, each of Allegro and the Supplier agree that any information concerning the business or operations of either party which is disclosed to the other party or its agents or representatives shall be deemed confidential and therefore not be disclosed to any third party unless such information is of public record or knowledge or becomes available to the other party on a non-confidential basis from a source other than the disclosing party or its representatives. The confidential information described above shall not be used by the parties other than for the purpose of implementing the Contract.

14. Termination

14.1 Without prejudice to any other rights or remedies to which it may be entitled, Allegro may terminate the Contract with immediate effect by giving notice in writing to the Supplier if any one or more of the following events occur:

(a) the Supplier commits a material breach of any of its obligations under the Contract which, in Allegro's reasonable opinion, is incapable of remedy;

(b) the Supplier fails to remedy, where in Allegro's reasonable opinion it is capable of remedy or persists in any breach of any of its obligations under the Contract after having been required in writing to remedy or desist from such breach within a reasonable period as specified by Allegro in writing;

(c) the Supplier is insolvent or is the subject of any insolvency proceedings in any jurisdiction or ceases or threatens to cease to carry on its business; and/or

(d) the Supplier is the subject of a Change of Control.

14.2 Termination of the Contract or fulfilment of its terms shall not affect the provisions of the Contract which are capable of surviving termination.

14.3 Upon reasonable request being provided in writing to the other party, either party may request the other party's consent with respect to amending delivery volume or scope of the Goods, with such consent not to be unreasonably withheld.

15. Lien

The Supplier shall not exercise any right of lien, general or otherwise and howsoever arising, over any Goods or any other property of Allegro in the Supplier's possession, in respect of any sums owed by Allegro to the Supplier under the Contract or otherwise.

16. Relationship of the parties

The relationship of Allegro and the Supplier is that of independent contractors and nothing in the Contract shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties. No employee of the Supplier shall be deemed to be or have become an employee of Allegro and no party will represent itself as having any power or authority to incur any obligation of any nature whatsoever, express or implied, on behalf of the other party.

17. Assignment

Neither party may assign, novate or otherwise transfer its rights or obligations in relation to a Contract, nor any interest in them, without the other party's prior written consent (which shall not be unreasonably withheld or delayed).

18. Variation

Allegro may with the agreement of the Supplier vary any of the terms of the Contract or any part of the Contract following 24 hours' written notice of such variation to the Supplier or such other period as may be agreed with the Supplier.

19. Non-Waiver

The waiver by either party of any breach of the Contract shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

20. Severance

20.1 If at any time any provision of the Contract is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of the Contract; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of the Contract.

20.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

21. Force Majeure Event

21.1 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.

21.2 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.

22. Anti-corruption Practices

The Supplier and any of its affiliated companies or persons involved in performing the obligations set out in the Contract agree to comply with all applicable anti-corruption laws (including the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010 and the laws of any other applicable jurisdiction).

23. Sanctions laws

The Supplier represents and warrants that: (i) it is not the subject of any sanctions imposed by any

sanction regimes applicable to either party to the Contract, which may include UN, EU, US, UK and locally applicable sanctions regimes (together, the “Sanctions Regimes”) and (ii) is not located, organised or resident in a region, country or territory that is, or whose government is, the subject of sanctions imposed by any of the Sanctions Regimes. The Supplier agrees to comply with any Sanction Regimes in conducting business with Allegro. The Supplier shall immediately notify Allegro thereof in writing if the Supplier: (a) is or has engaged in any activity that contravenes any of the Sanctions Regimes; and/or (b) becomes aware of any claim, action, suit, proceedings, or investigation against it related to such Sanctions Regimes, so far as is relevant to the Contract.

24. Disputes, Governing Law and Jurisdiction

24.1 The parties expressly agree that the provisions of The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) 1980 shall not apply to the Contract or the relationship of the parties.

24.2 The parties shall attempt to resolve any dispute arising out of or relating to the Contract through negotiations between senior executives of the parties, who have authority to settle same. Where appropriate, the parties may also consider alternative dispute resolution.

24.3 The Contract and any disputes or claims arising out of or in connection with the Contract (including non-contractual disputes or claims) shall be governed by and construed in accordance with Irish law and each party submits to the exclusive jurisdiction of the Irish courts.

SIGNED for and on behalf of

ALLEGRO

Signed:

Name:

Position:

Date:

SIGNED and ACCEPTED for and on behalf of

[INSERT NAME OF SUPPLIER]

Signed:

Name:

Position:

Date: