



Terms of Trading

Magnum ICC UKI

1st Edition

1st November 2026

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Dear Customer,

This booklet sets out the Terms of Trading for **Magnum ICC UK LTD** and **Magnum ICC IRELAND LTD**. These terms continue the Ice Cream Terms of Trade that have governed our relationship in the UK and Ireland and with which you are already familiar.

The Magnum Ice Cream Company is the world's largest pure play ice cream company, delivering memorable experiences to consumers across the world. As we begin this exciting new chapter as an independently listed company, we remain committed to transparent communication with our customers as we continue building on over 100 years of expertise, innovation and heritage.

Integrity is non-negotiable. We are guided by our **Code of Business Integrity** and the values of **Respect, Fairness, Honesty, Care, Innovation, and Collaboration** in every interaction. These principles shape how we work internally and how we engage with our business partners, ensuring that we always conduct business responsibly and ethically at all times.

Together with our customers, we are committed to:

- Complying with all applicable laws, regulations, and industry standards.
- Conducting business with integrity and uphold the highest ethical standards.
- Respecting and protecting human rights throughout our operations and supply chains.
- Supporting environmental sustainability and acting responsibly towards the planet.

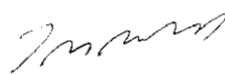
Acting with integrity helps safeguard our people, strengthen our reputation, and support the communities in which we operate.

We manage one of the world's most complex cold-chain networks, encompassing more than 32 factories, 300 production lines, 200 warehouses, and over 2,100 distributors. Together, these capabilities enable us to deliver exceptional ice cream experiences to consumers in more than 80 countries worldwide.

As the world's largest ice cream company, with over 160 years of heritage in the category, we combine market-leading capabilities with world-class innovation to set the standard for quality, sustainability, and performance. Your partnership is integral to creating value across this global network, and we look forward to continuing our successful collaboration as we deliver excellence for our consumers and customers alike.



Peter Broome
Supply Chain Lead – UK & Ireland



Jamie Farrell
General Manager VP – UK & Ireland



Declan Livingstone
Country Manager – Ireland

1. INTRODUCTION AND GLOSSARY

The terms and discounts set out in this booklet will become effective on 1st November 2026 and on that date will replace all existing terms and discounts offered by Magnum ICC UK LTD and Magnum Ireland LTD ('Magnum ICC UKI') for its products.

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

Abbreviation	Description	Relevant Sections
Designated Retailer	As defined in Grocery Supply Code of Practice	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 Magnum ICC UKI price list	4
Full Pallet	A standard factory pallet made up of cases of a single SKU as set out in the Magnum ICC UKI 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 Magnum ICC UKI 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 in the Magnum ICC UKI Price list	4
Supply Chain	Ice Cream as shown in the Magnum ICC UKI Price List	3, 4 and 5
Working day	Monday to Friday excluding public holidays	3

2. SUMMARY OF TERMS

This booklet sets out the basis on which we, Magnum ICC UKI, 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

Magnum ICC UKI reserves the right to alter, remove or suspend the discounts set out in this Magnum ICC UKI 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 Magnum ICC UKI by a Customer Development Director.

3. GENERAL BUSINESS TERMS

Customers must comply with the qualifying conditions set out in this Section, including the Terms and Conditions of Sale and Terms and Conditions of Promotions, in order to be eligible for Magnum ICC UKI's 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 Magnum ICC UKI's 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 Magnum ICC UKI amends your order:

Supply Chain (as set out in the Magnum ICC UKI Price List)	MOQ ¹
Ice Cream	450 cases

¹ Please refer to the Magnum ICC UKI 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:
- Monthly statement customers – by the 14th of the month following the month in respect of which the statement is issued;
 - Weekly payment customers – Friday of the fourth week following the calendar week (Sunday to Saturday) to which the invoices relate; and
 - 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 despatch 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 Magnum ICC UKI'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 and Ireland. Where deliveries are requested for Northern Ireland, discussions must take place to ensure border compliance with The Windsor Framework prior to order placement.
- G. All orders for promotional stock are also subject to Magnum ICC UKI's Terms and Conditions for Promotions (set out in Section 12, as amended from time to time).
- H. Please note that in certain circumstances Magnum ICC UKI 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

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Magnum ICC UKI on new customer accounts) or persistent late payment. Magnum ICC UKI reserves the right to require a payment on account or executed direct debit mandate in its sole discretion.

Magnum ICC UKI Delivery Options

3.1 Magnum ICC UKI offers the following delivery options:

- a. Standard delivery for the UK mainland is day 1 for day 3 on Working Days. Standard delivery for Republic of Ireland is day 1 for day 4 on working days for orders greater than or equal to 18 PFSE; orders between 6–17 PFSE is day 1 for day 5.
- b. Standard delivery for Northern Ireland, the Channel Islands, Scottish Islands and the Isle of Man is day 1 for day 4 on Working Days. Note that customs clearance is outside of Magnum ICC UKI's control.
- c. For your order to qualify as having been received on day 1 the order must be received by 11.30am on a Working Day.
- d. For order sizes of fewer than 6 PFSE for Great Britain and Republic of Ireland / 10 PFSE for Northern Ireland, orders will be delivered according to Magnum ICC UKI'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 Republic of Ireland, Northern Ireland, the Channel Islands, Scottish Islands and the Isle of Man 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. Magnum ICC UKI is not liable for delivery outside these lead times.

Ordering Information

- 3.2 Magnum ICC UKI will provide you with updates to the Magnum ICC UKI 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 email 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 Magnum ICC UKI 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 Magnum ICC UKI Price List on the date of goods issue.

- 3.7 If your order exceeds the weight or capacity for one drop Magnum ICC UKI 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 Magnum ICC UKI may designate from time to time.
- 3.10 Goods may only be returned to Magnum ICC UKI 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 Magnum ICC UKI 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 day of delivery of the goods to which the invoice, claim or query relates.
- 3.12 Magnum ICC UKI'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 Magnum ICC UKI 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: AR.UK@magnumicecream.com or AR.IE@magnumicecream.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 Magnum ICC UKI representative, funding agreement, trigger sales data (for retrospective promotional claims) and/or such other documentation as Magnum ICC UKI reasonably requests.
- 3.16 Magnum ICC UKI'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 Magnum ICC UKI'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 will be applied to all SKUs. 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%

Calculation of Drop Size Bands

- 4.1 The PFSE 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 Magnum ICC UKI 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.

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

- 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 Magnum ICC UKI 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

		Master Data		Handling Band Calculation			
Code	Product	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=		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.

5. ENHANCED DELIVERY SERVICES

Magnum ICC UKI 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.

Day 1 for Day 2 Delivery

Customers placing electronic orders for full trucks 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.

Selective Hauling

This encompasses backhaul or fronthaul. This service requires the customer and Magnum ICC UKI to agree rates for each lane, and the acceptance of Magnum ICC UKI'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 Magnum ICC UKI's ordering process and reduction of price queries. For customers placing less than 500 orders a year, you will need to cover Magnum ICC UKI'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	- 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	- Use of supported technology¹ (Tradacom v9 or EANCOM XML Format) - Use of correct GTINs and GLNs - One invoice for each order	
Price File Synchronisation	- 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.

7. PAY AS BILLED TERMS

Pay As Billed terms allow a customer to qualify for a discount when paying Magnum ICC UKI 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 Magnum ICC UKI credit

note. 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.

8. EARLY PAYMENT TERMS

Early payment terms allow a customer to qualify for a discount when paying Magnum ICC UKI 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

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 a % 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

- a. Magnum ICC UKI 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.
- b. 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.
- c. 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.

Quarters

Start Date	End Date	Price Change Date
Sunday 29th November 2026	Saturday 27th February 2027	Sunday 28th March 2027
Sunday 28th February 2027	Saturday 29th May 2027	Sunday 27th June 2027
Sunday 30th May 2027	Saturday 28th August 2027	Sunday 26th September 2027
Sunday 29th August 2027	Saturday 27th November 2027	Sunday 2nd January 2028
Sunday 28th November 2027	Saturday 26th February 2028	Sunday 26th March 2028
Sunday 27th February 2028	Saturday 27th May 2028	Sunday 25th June 2028
Sunday 28th May 2028	Saturday 26th August 2028	Sunday 24th September 2028

10. CONTACT DETAILS

Head Office

Sunlight House

22 Eden Street

Kingston Upon Thames

KT1 1BY

Telephone: 0208 439 6011

Telephone number for Customer Services: 0208 439 6011

Claims, queries and invoices to be sent to: AR.UK@magnumicecream.com or AR.IE@magnumicecream.com

National Distribution Centre

Lineage Logistics

Corinium Avenue

Barnwood

Gloucester

GL4 3BW

11. MAGNUM ICC UKI – TERMS AND CONDITIONS OF SALE

Scope and priority. These terms form part of the agreement (the “Agreement”) between the relevant TMICC Group company supplying the products (“TMICC”) and the customer purchasing them (the “Company”), and apply to all supplies accepted by TMICC. In case of conflict, the applicable trade terms prevail, followed by these terms, the product list and the accepted purchase order.

1. Orders and delivery. Purchase orders are binding on TMICC only when accepted in writing or performed and must state products, quantities, delivery date and location, the agreed Incoterm and required import documents. TMICC may refuse or delay an order if products are unavailable, delivery is not reasonably possible, or supply may breach law, sanctions or export controls. The Company may not cancel or reduce an accepted order without TMICC's written consent and remains liable for any agreed minimum or fixed volumes. If delivery is delayed, TMICC shall deliver as soon as reasonably practicable; TMICC is liable only to the extent the delay is caused solely by TMICC and is not excused under these terms, and any agreed late-delivery remedy is the Company's exclusive remedy. If the Company fails to take delivery, TMICC may store or resell the products, with storage and redelivery costs borne by the Company. For electronic ordering, the Company shall comply with applicable e-commerce laws.

2. Risk, title and acceptance. Risk passes in accordance with the agreed Incoterm or, if none, Ex Works from the products' location. Title remains with TMICC until all amounts due for the products are paid in full, although the Company may resell or process them in the ordinary course of business unless TMICC gives written notice otherwise. The Company shall inspect on delivery and notify apparent defects or quantity variances within 24 hours and hidden defects within 24 hours of discovery; otherwise the products are deemed accepted. TMICC may replace rejected products, refund their price or reduce the invoice. The Company shall obtain all import licences and consents at its cost.

3. Claims, price and payment. Promotional claims, queries and invoices must be submitted with supporting data within 90 days after the promotion; all other claims, queries or invoices must be submitted within one year after delivery. Subject to mandatory law, TMICC may change list prices on one month's notice, and products are invoiced at the list price on delivery. Prices exclude VAT and similar taxes. Unless otherwise agreed, invoices are payable within 30 days of receipt, in cleared funds and without set-off, deduction or counterclaim. TMICC may suspend deliveries and charge contractual or statutory interest on overdue amounts.

4. Retention of title and repossession. Until title passes, the Company shall identify and preserve the products. TMICC and its agents may enter premises or vehicles controlled by the Company to inspect or recover unpaid products if payment is more than 14 days overdue or the Company becomes, or threatens to become, insolvent or unable to pay its debts. On repossession, the Company's right to deal with those products ceases.

5. Compliance and product handling. Each Party shall comply with applicable laws on product safety, packaging and labelling, competition, anti-bribery and corruption, sanctions, export controls, human rights and modern slavery. The Company shall notify TMICC of any suspected material breach, reasonably cooperate with any related review and take appropriate remedial action; TMICC may suspend performance or terminate for any material breach incapable of remedy or not promptly remedied. The Company shall lawfully store, handle, market and sell the products, follow TMICC's reasonable instructions, preserve product quality and safety, and notify TMICC before ordering for a sanctioned or export-controlled country.

6. Warranties and undertakings. Each Party warrants that it has authority to enter into and perform the Agreement, holds all necessary licences and authorisations, and will comply with applicable law. TMICC further warrants that, on delivery, it has title to the products and that they comply with applicable product safety, packaging and labelling laws. Except as expressly stated in the Agreement, all other warranties and conditions are excluded to the fullest extent permitted by law.

7. Intellectual property. No TMICC intellectual property rights are transferred. The Company shall not use TMICC's brands or other rights without prior written consent, deal in counterfeit, look-alike or infringing products, or prejudice TMICC's rights or reputation. The Company shall ensure its Affiliates comply with this clause, promptly notify suspected infringement and reasonably assist TMICC, at TMICC's cost, in related proceedings.

8. Confidentiality and data protection. Each Party shall keep the other Party's non-public information confidential and use it only for the Agreement; this obligation survives termination for five years. Each Party shall comply with applicable data protection law and act as an independent controller of business contact data used for contract administration, relationship management, legal compliance and claims. If one Party processes personal data for the other, the Parties shall enter into an appropriate data processing agreement.

9. Force majeure and recall. Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it promptly notifies the other Party and uses reasonable efforts to mitigate the impact. If a product recall or regulatory issue arises, the Company shall promptly cooperate and shall not initiate any recall or communication with authorities concerning TMICC products without TMICC's prior written consent, unless required by law.

10. Liability and indemnity. TMICC's aggregate liability arising out of or in connection with a purchase order shall not exceed the price paid or payable for the products under that purchase order. TMICC is not liable for indirect, special or consequential loss, or loss of profit, revenue, production, business, goodwill or opportunity. Nothing excludes or limits liability that cannot lawfully be excluded or limited. Subject to this clause, each Party shall indemnify the other against losses arising directly from its breach of Clauses 5 or 6.

11. Termination. Either Party may terminate for convenience on three months' written notice. TMICC may suspend performance or terminate immediately if the Company fails to pay when due, materially breaches the Agreement, becomes insolvent, undergoes a change of control, or force majeure prevents supply for more than 60 days. On termination, outstanding invoices and interest become immediately payable. Accrued rights and provisions intended to survive are unaffected.

12. General. Notices must be in writing and sent by hand, prepaid registered post, courier or email to the address in the trade terms. The Company may not assign, transfer or subcontract without TMICC's prior written consent. TMICC may assign or transfer the Agreement to an Affiliate or as part of a reorganisation or transfer of the relevant business. The Agreement, including applicable trade terms, product lists, joint business plans and accepted orders, is the entire agreement; variations must be in writing. Invalid provisions are severed. Unless the trade terms state otherwise, the law and courts of TMICC's country of incorporation apply and the CISG is excluded. Documents may be signed electronically to the extent permitted by law. If a local-language translation is appended, the English version prevails to the extent permitted by law. Any mandatory grocery supply code applicable to the relationship applies and prevails over these terms to the extent of inconsistency.

13. GSCOP – GSCOP or any equivalent grocery code of practice in the territory where the products are sold, 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, unless the GSOP terms are mandatory

12. MAGNUM ICC UKI LIMITED – TERMS AND CONDITIONS FOR PROMOTIONS

These Terms and Conditions for Promotions form part of Magnum ICC UKI'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 Magnum ICC UKI's products ("Products"), is made available by Magnum ICC UKI to purchasers of Products from Magnum ICC UKI ("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 Magnum ICC UKI 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 Magnum ICC UKI 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 Magnum ICC UKI accepts no liability to the extent legally permissible for, any loss suffered due to: (i) stock unavailability, (ii) cost price changes made by Magnum ICC UKI, and (iii) marketing plan changes.
2. Where it is agreed that Magnum ICC UKI 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 Magnum ICC UKI 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 Magnum ICC UKI. 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. Magnum ICC UKI shall determine in its sole discretion which of the following sub-sections is applicable.
4.
 - (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 Magnum ICC UKI and such Retailer then resells such Products directly to Shoppers in the United Kingdom and Ireland, to the extent that the Retailer can prove (to the satisfaction of Magnum ICC UKI) 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 Magnum ICC UKI 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 Magnum ICC UKI) 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 Magnum ICC UKI, and such Secondary Wholesaler then resells such Products directly to

Sellers in the United Kingdom and Ireland to the extent that the Secondary Wholesaler can prove (to the satisfaction of Magnum ICC UKI) 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 Magnum ICC UKI 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 Magnum ICC UKI) that the Promotional Funding has been passed on to Shoppers who purchased such Products from the Members during the relevant Promotional Period.

5. The Customer shall claim from Magnum ICC UKI 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 Magnum ICC UKI pursuant to such a claim, the Customer shall not be entitled to make any further claim in respect of that promotion.
6. 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 Magnum ICC UKI representative, funding agreement, trigger sales data (for retrospective promotional claims) and/or such other documentation as Magnum ICC UKI reasonably requests.
7. Magnum ICC UKI 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.
8. If the Customer breaches these Terms and Conditions for Promotions, Magnum ICC UKI 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.
9. Where there is any conflict, these Terms and Conditions for Promotions shall prevail over any other terms and conditions agreed by the parties.
10. Magnum ICC UKI reserves the right to make changes to these Terms and Conditions for Promotions from time to time and Customers are advised to regularly check Magnum ICC UKI's website for updates and changes.

