

Britvic Soft Drinks Limited - Standard Terms and Conditions of Supply

1. Definitions and Interpretation

1.1. Unless stated otherwise in any Trading Terms, the following definitions apply in the Agreement:

"Agreement" means an agreement for the supply of the Products between Britvic and the Customer incorporating these terms and conditions and any Trading Terms.

"Britvic" means Britvic Soft Drinks Limited (company number 517211) of Breakspear Park, Breakspear Way, Hemel Hempstead HP2 4TZ.

"Charges" means the charges for the Products and/or Containers, as determined in accordance with the Agreement.

"Containers" means containers including pallets and returnable bottles.

"Contract Year" means each consecutive twelve (12) month period starting from the Start Date.

"Customer" means any person, firm or company to whom the Products and/or Equipment are supplied.

"Duration" means the duration of the Agreement as referred to in the Trading Terms or, if no such duration is stated in the Trading Terms, the period from the Start Date until the date on which the Agreement is terminated in accordance with its terms.

"Equipment" means all equipment supplied by Britvic under the Agreement (if applicable).

"Insolvency Event" means when the Customer ceases or threatens to cease to carry on business, is found unable to pay its debts as they fall due within the meaning of s.123 of the Insolvency Act 1986, has an administrator, receiver, administrative receiver, or manager appointed over the whole or any part of its assets, enters into any composition with any creditor, has an order made or resolution passed for it to be wound up (otherwise than in furtherance of any scheme for solvent amalgamation or reconstruction), or undergoes any similar or equivalent process in any jurisdiction, or where Britvic reasonably believes that any of the preceding processes, events, or situations are or may be initiated or occur.

"Minimum Period of Supply", if applicable, is defined in the Trading Terms.

"Minimum TI Criteria", if applicable, is defined in the Trading Terms.

"Outlet" means the Customer location(s) where the Equipment will be installed as set out in the Commercial Terms.

"Order" means a written order placed by, or on behalf of, the Customer with Britvic for the supply of Products and/or Equipment.

"Payment Date" means the final day of the period in which the Customer must pay Britvic's invoice as referred to in the Trading Terms or, if no such period is referred to in the Trading Terms, on or before the 21st day of the month after the month of invoice or by any other date that Britvic agrees with the Customer in writing.

"Price Change Method", if applicable, is defined in the Trading Terms.

"Price List" means a list of Products and corresponding Charges contained in the Trading Terms or the prices set out in Britvic's standard price list in force as at the date of delivery (as applicable).

"Products" means any products supplied to the Customer by or on behalf of Britvic pursuant to these terms and conditions.

"Start Date" means the date on which the Agreement takes effect, as referred to in the Trading Terms or, if no such date is stated in the Trading Terms, the date on which Britvic first delivers Products and/or Equipment to the Customer in fulfilment of the Customer's first Order.

"Trading Investment", if applicable, is defined in the Trading Terms.

"Trading Terms" means any trading terms which are supplemental to these terms and conditions and which have been agreed in writing by Britvic and the Customer.

1.2. In the Agreement, unless the context otherwise requires or the contrary intention appears:

(a) any reference to an enactment includes that enactment as amended, extended, consolidated, re-enacted, or applied by or under any other enactment before or after the Agreement, and any subordinate legislation made under that or any other applicable enactment;

(b) the singular includes the plural and vice versa, and references to a person include any individual, firm, company, corporation, or any association, trust, joint venture, consortium, or partnership, whether or not having a separate legal personality;

(c) references to the Agreement and to Orders are to the Agreement or such Order as it may from time to time be validly, amended, renewed, novated, or replaced; and

(d) references to 'writing' includes email, and the words 'including', 'in particular' and any similar term do not operate to limit the generality or extent of any other words or expressions.

1.3. The headings in these terms and conditions are for convenience only and do not affect its interpretation.

2. Term

The Agreement shall begin on the Start Date and continue for the Duration unless earlier terminated in accordance with its terms (the "Term").

3. Order Process

The Customer shall place Orders with Britvic for Products, Containers and/or Equipment under the Agreement. The terms of the Agreement shall apply to any Order in place of any terms that are specified in the Order. No other terms shall be binding on Britvic. Britvic may reject Orders (or any part of them) and no Order shall be binding on Britvic until it delivers the ordered Products, Containers and/or Equipment to the Customer.

The supply of Products, Containers and/or Equipment is subject to availability.

4. Customer Commitments

4.1. The Customer shall (and represents that it shall):

(a) place Orders with Britvic and otherwise conduct its business to meet the Minimum TI Criteria;

(b) obtain all permissions, consents and authorisations necessary for, and comply with all applicable law relating to, the exercise of its rights (and the receipt of products and services) under the Agreement;

(c) pay any charges, rents, business rates, or other similar taxes or charges payable in connection with its premises to the relevant persons;

(d) in relation to all items which are owned by Britvic and which are in the Customer's possession or control, keep and maintain those items in accordance with Britvic's instructions (and not less than in accordance with good industry practice); and

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- (e) provide Britvic with regular information (including copies of documents and data), in such format as Britvic may reasonably require, relating to:
 - (i) sales of the Products and use of the Equipment;
 - (ii) the Customer's compliance with the Minimum TI Criteria; and
 - (iii) any other additional information that Britvic may request for the purpose of monitoring compliance with the Agreement.

5. Trading Investment

- 5.1. Britvic shall provide the Customer with the Trading Investment by credit note or by BACS (at Britvic's discretion) provided that the Customer complies with the terms of the Agreement, including the Minimum TI Criteria (if any).
- 5.2. Britvic may calculate the Trading Investment on the basis of either data compiled by Britvic, or data which the Customer demonstrates to be accurate to Britvic's reasonable satisfaction.
- 5.3. At the end of each quarter, Britvic may assess the Customer's progress against the Minimum TI Criteria (if any). If it appears to Britvic that the Customer may fail to meet the Minimum TI Criteria, then Britvic may require the Customer on not less than fourteen (14) days' notice in writing to meet to discuss how the Customer may implement measures to ensure that it meets the Minimum TI Criteria, and potential changes to the Trading Investment or Minimum TI Criteria.
- 5.4. If the Customer fails to meet the Minimum TI Criteria (if any) in any Contract Year, Britvic may either:
 - (a) extend the Contract Year in which the Minimum TI Criteria were not satisfied to give the Customer the opportunity to meet the Minimum TI Criteria. No additional Trading Investment shall be payable as a result of the extension. The Duration (if it is a fixed period) shall be extended, and the start of any subsequent Contract Years shall be delayed, by the period of the extension; or
 - (b) require the Customer to repay a proportion of the Trading Investment commensurate with the shortfall against the Minimum TI Criteria in that Contract Year; or
 - (c) terminate the Agreement by giving the Customer not less than fourteen (14) days' notice in writing, and Clause 5.4(b) shall also apply.

6. Prices & Payment

- 6.1. The Customer shall, in return for the supply of Products, Containers and/or Equipment, pay to Britvic by Direct Debit or BACS on or before each Payment Date and in cleared funds (without deduction or set off), the relevant amount of Charges invoiced by Britvic, which shall be calculated in accordance with the Price List.
- 6.2. Britvic may send invoices to the Customer electronically.
- 6.3. Any changes to Britvic's bank details shall be communicated to the Customer in writing, signed by the Chief Financial Officer. Britvic will not be responsible for the Customer relying on any other form of communication.
- 6.4. Time is of the essence as regards payment by the Customer. Without prejudice to its other rights and remedies, Britvic may charge: (i) interest on overdue amounts at the rate of 3% above HSBC Bank plc's base rate from time to time (accruing on a daily basis and compounded monthly), from the Payment Date until payment is made (whether before or after judgment); plus (ii) any costs incurred in recovering overdue amounts.
- 6.5. All sums specified in the Agreement shall be exclusive of any value added tax or any other taxes, duties, tariffs or levies unless otherwise indicated.

- 6.6. In addition to the Price Change Method, Britvic may, at any time by giving not less than four (4) weeks' notice in writing, increase the prices under the Agreement or any Order to reflect any increase in the cost of supply due to:
 - (a) foreign exchange fluctuations, increases in taxes, duties, tariffs or levies, increases in labour, materials, or other manufacturing costs, third party price increases, or any factor beyond Britvic's reasonable control;
 - (b) any request by the Customer to change the delivery date(s), location(s), or quantities, or any other agreed delivery terms and conditions or consignment specifications; or
 - (c) any delay caused by the Customer or any failure of the Customer to give Britvic adequate or accurate information or instructions.
- 6.7. Britvic may suspend delivery of all unexecuted Orders if:
 - (a) the Customer fails to pay or threatens not to pay any sum due to Britvic by the date it is due; or
 - (b) the Customer suffers an Insolvency Event.

7. Delivery and Return

- 7.1. Delivery to the Customer occurs when items are delivered to the Customer's premises or to the Customer's nominee.
- 7.2. Britvic may deliver any Order by consignments and may treat each Order or consignment as a separate Agreement.
- 7.3. If the Customer does not accept delivery, Britvic may store the consignment at the Customer's risk and expense and the Customer shall pay any associated costs to Britvic upon demand.
- 7.4. If, rather than the Customer returning items, Britvic collects them, then the Customer shall pay to Britvic the reasonable costs of collecting them.

8. Damage, Shortage, or Loss in Transit

- 8.1. In respect of any item that is delivered faulty or damaged, Britvic may either replace the item or issue a credit note, at its discretion.
- 8.2. No claim for damage or short delivery shall be valid unless notice of this has been received by Britvic in writing within three (3) days after the date of delivery.
- 8.3. The Customer shall hold any allegedly damaged items at its own expense, and shall wait for Britvic's instructions. The Customer shall allow Britvic's representative to examine the relevant items and to take away samples to be examined if requested by Britvic.

9. Products

- 9.1. Subject to clause 9.2, ownership of each consignment of the Products shall pass to the Customer upon the earlier of:
 - (a) when Britvic receives payment in full for that consignment of Products; or
 - (b) the Customer reselling or using the Products in that consignment in the ordinary course of its business, in which case ownership of those Products shall pass to the Customer immediately before the time at which their resale or use occurs.
- 9.2. Ownership of the Products shall not pass under Clause 9.1(b) if Britvic has given notice to the Customer that:
 - (a) any payment is overdue (whether or not in connection with those Products); or
 - (b) it reasonably considers that the Customer represents an increased credit risk, in which circumstances, the Customer shall (at Britvic's request) stop selling and/or using the Products and ownership of the Products shall pass to the Customer only when Britvic has received payment for the Products.
- 9.3. Should any of the events in Clause 9.2(a) or (b) occur, or if the Customer is subject to an Insolvency Event, then Britvic may require the Customer

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to deliver up the Products (and any Containers and Equipment in its possession and control) and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products (and any such Containers and Equipment) are stored in order to recover them.

- 9.4. Risk in the Products shall pass to the Customer on delivery.
- 9.5. If the Customer resells the Products before it has paid Britvic for them, the Customer shall act as a principal in the resale but it shall account to Britvic for the proceeds of sale to the extent that the Customer does not pay Britvic for the Products in the ordinary course in accordance with Clause 6.1.
- 9.6. The Customer shall dilute, offer for sale, and serve the Products only in accordance with Britvic's instructions.
- 9.7. Britvic shall not be liable for any loss or damage the Customer suffers as a result of using International Article Numbers, ITF, or other bar codes, codes or symbols. Britvic's sole responsibility in connection with such codes and symbols shall be to correctly apply them, and the Customer's sole remedy in case of incorrect application will be limited to Britvic collecting the relevant Product and either replacing that Product or reimbursing the purchase price for it by issuing a credit note, at Britvic's option.
- 9.8. The Customer will comply with all legislation and regulations relating to the sale, marketing/promotion and storage of the Products and will offer Products for sale strictly in accordance with Britvic's instructions for latest date for sale.

10. Product Recall

- 10.1. Britvic shall promptly notify the Customer, and the Customer shall fully cooperate and assist Britvic, in the event of a recall or withdrawal of the Products. Where Britvic requires any Products to be recalled or withdrawn the Customer shall offer up such Products for collection by Britvic as soon as possible, return such Products within five (5) working days or, where requested by Britvic, destroy such Products in accordance with Britvic's instructions and provide documentary evidence of such destruction.
- 10.2. Britvic's liability in respect of a recall or withdrawal shall be limited to the supply of replacement Products or, where replacement Products are not available, credit on receipt of the recalled or withdrawn Products or proof of destruction, and any costs of collection and and/or disposal of the Products which Britvic considers reasonable.
- 10.3. Except to the extent required by law, Britvic shall not be liable for any further costs or charges (including any standard goods withdrawal or recall costs of the Customer unless agreed in writing by Britvic).

11. Containers

- 11.1. Ownership of the Containers shall not transfer to the Customer. The Customer shall return the Containers to Britvic upon request, and shall not in any way transfer, sell, otherwise dispose of or part with possession of the Containers.
- 11.2. Risk in the Containers shall pass to the Customer on delivery and will remain with the Customer until Britvic takes possession of the Containers.
- 11.3. Britvic may levy a deposit charge for the Containers (as specified to the Customer from time to time) which it will refund once the Customer has returned those Containers in good condition. Britvic may deduct from the deposit an amount to cover any damage to, or failure to return upon request, the Containers.
- 11.4. If no deposit is collected, Britvic may charge a reasonable amount to the Customer if the Containers are not returned in good condition upon request.

12. Liability

- 12.1. All implied terms are excluded to the fullest extent permitted by law, except as set out in the Agreement.
- 12.2. Nothing in the Agreement shall limit or exclude:
- (a) either party's liability for death or personal injury caused by its (or its employees', agents' or subcontractors') negligence;
 - (b) either party's liability for its (or its employees', agents' or subcontractors') fraud, fraudulent misrepresentation, breach of the terms implied by s.12 of the Sale of Goods Act 1979 or s.2 of the Consumer Protection Act 1987; or
 - (c) the Customer's liability for failure to pay the Charges.
- 12.3. Subject to Clauses 12.2 and 12.5, Britvic's total aggregate liability arising out of or in connection with the performance or contemplated performance of the Agreement and all Orders, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, or otherwise, shall not exceed the lesser of: (i) £1,000,000; or (ii) the amount of the Charges paid or payable by the Customer to Britvic under the Agreement in the twelve (12) months prior to the cause of action arising.
- 12.4. If the cause of action arises in the first Contract Year, then the amount referred to in Clause 12.3 (ii) shall instead be taken to be twelve times the (mean) average monthly fees paid or payable by the Customer to Britvic since the Start Date.
- 12.5. Subject to Clauses 12.2:
- (a) Britvic's total liability arising out of or in connection with any Order, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, or otherwise, shall not exceed the total Charges paid or payable under that Order; and
 - (b) Britvic shall not be liable for any loss of profit, loss of business, loss of revenue, loss of anticipated savings, or depletion of goodwill, in each case whether such loss is direct, indirect, or consequential, or any other claim for special, indirect, or consequential loss or damage.
- 12.6. Britvic shall not be liable for any claim that is not made within twelve (12) months of the date on which the cause of action first arose.
- 12.7. Termination of the Agreement shall not affect either party's accrued rights or remedies at the time the Agreement is terminated. The rights and remedies available to the parties under the Agreement shall not limit or exclude any other rights or remedies that each party may have against the other.
- 12.8. Other than to the extent losses, costs, claims, or expenses are caused by Britvic's negligence (or that of its authorised employees or agents), the Customer indemnifies and shall hold Britvic harmless against all losses, costs, claims, and expenses Britvic may suffer or incur as a result of injury to a person or damage to property caused by any item within the Customer's possession or control.
- 12.9. The Customer shall take out and maintain comprehensive insurance to cover the Customer's potential liabilities under the Agreement (including loss, damage, or destruction of items to which Britvic retains ownership, to a value not less than their full replacement cost).

13. Set-off

Britvic may at any time, without notice to the Customer, set off any liability of the Customer owed to Britvic against any liability of Britvic owed to the Customer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Agreement. If the liabilities to be set off are expressed in different currencies, Britvic may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Britvic of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Agreement or otherwise.

14. Change of Business

- 14.1. If there is a:

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- (a) change in who controls the Customer's business or a material part of it; or
 - (b) material change in the nature or scale of business the Customer conducts (for example any parameters referenced in the Minimum TI Criteria), then Britvic may require the Customer on not less than fourteen (14) days' notice in writing to meet to discuss potential changes to the Price List, Trading Investment and/or Minimum TI Criteria.
- 14.2. If Britvic is unable to reach an agreement with the Customer to Britvic's satisfaction then Britvic may terminate the Agreement by giving the Customer not less than fourteen (14) days' further notice in writing.
- 15. Termination**
- 15.1. Either party may terminate the Agreement after giving the other at least fourteen (14) days' notice in writing if the other party commits:
- (a) a material breach of its obligations under the Agreement (and if such breach is remediable fails to remedy that breach within a period of fourteen (14) days after receipt of notice in writing requiring it to do so); or
 - (b) multiple or persistent breaches which when taken together amount to a material breach.
- 15.2. Failure to pay any amount due to Britvic under the Agreement on or by the date the payment is due shall be a material breach.
- 15.3. Britvic may terminate the Agreement immediately on written notice if the Customer experiences an Insolvency Event.
- 15.4. Without affecting Britvic's other rights or remedies, if for any reason the Agreement terminates, the Customer must within five (5) days of termination refund to Britvic an amount equal to any advance payment or credit, that Britvic has paid to the Customer by way of Trading Investment, pro-rated to the date of termination and any other monies owing to Britvic as at the date of termination.
- 15.5. Termination of the Agreement automatically terminates all Orders.
- 15.6. The following clauses shall survive termination or expiry of the Agreement: 1, 4, 5.4, 6, 8, 9, 12, 14, 15, 17, 18, 19, 21, 22, 23 and 24.
- 16. Confidentiality**
- Each party agrees and undertakes to keep confidential and not use (except to perform its obligations and exercise its rights in the Agreement), nor disclose to any third party (excluding its legal and accountancy advisers), any confidential information (including all information relating to the trading relationship including pricing, customers, volumes, incentives, investments, trade secrets, information of commercial value, information about the other party's business, affairs, products, manufacturing processes, arrangements, or quality control procedures) that it may learn, unless such confidential information: (i) is disclosed by the receiving party with the other party's prior written consent; (ii) is or becomes public knowledge except by breach of the Agreement; or (iii) comes lawfully into the receiving party's possession from a third party without restriction on disclosure.
- 17. Force Majeure**
- 17.1. Neither Britvic nor the Customer shall be liable for any failure or delay in performing its obligations (except payment obligations) under the Agreement to the extent that such failure or delay is caused by any event beyond that party's reasonable control. If the period of delay or non-performance continues for 2 months, the party not affected may terminate the Agreement by giving 30 days' written notice to the affected party.
- 18. Assignment**
- The Customer may not assign the Agreement without Britvic's prior written consent.
- 19. Entire Agreement**
- 19.1. The Agreement constitutes the whole agreement and understanding of the parties relating to the subject matter of the Agreement.
- 19.2. Each party acknowledges that, in entering into the Agreement, it has not relied on any statement, representation, assurance, or warranty other than those expressly set out in the Agreement, in respect of which its sole remedy shall be for breach of contract.
- 19.3. Each party agrees that all liability for, and remedies in respect of any misrepresentation (except a fraudulent misrepresentation) are excluded.
- 20. Rights of Third Parties**
- The parties do not intend that any term of the Agreement will be enforceable by any person that is not a party to it.
- 21. Counterparts.**
- The Agreement may be executed in any number of counterparts and by the different parties on separate counterparts.
- 22. Governing Law and Jurisdiction**
- The Agreement and any dispute or claim arising out of or in connection with it is governed by and interpreted in accordance with English law and governed by the exclusive jurisdiction of the English Courts.
- 23. Intellectual Property**
- All intellectual property rights relating to any Products or other items or materials provided shall remain the property of Britvic or its licensors. The Customer will not acquire any intellectual property rights and may not reproduce, amend, adapt or register any of Britvic's intellectual property without Britvic's prior written consent, or do anything (or permit any third party to do anything) which will damage or bring into disrepute such intellectual property rights.
- 24. Miscellaneous**
- 24.1. Britvic may, in order to process the Customer's application, supply personal information relating to the Customer and its management personnel to credit reference agencies (CRAs) and they will give Britvic information about the Customer and such personnel, such as about the financial history of the Customer and such personnel. Britvic does this to assess creditworthiness and product suitability, check the Customer's and its personnel's identity, manage the Customer's account, trace and recover debts and prevent criminal activity. Britvic will also continue to exchange information about the Customer and its management personnel with CRAs on an ongoing basis, including about settled accounts and any debts not fully repaid on time. CRAs will share information relating to the Customer and its personnel with other organisations. The Customer will ensure that the relevant personnel consent to the supply and use of their personal information in accordance with this Clause 24.1.
- 24.2. If any provision of the Agreement is declared to be or is rendered illegal, invalid, or unenforceable under the law of any jurisdiction, this shall not affect or impair the legality, validity, or enforceability of the remaining provisions.
- 24.3. If the circumstances referred to in Clause 24.2 arise at any time but this can be avoided by modification of the provision if some part of it were modified, the provision shall apply with whatever modification is necessary to make the provision legal, valid, and enforceable, and to give effect, to the greatest extent possible, to the commercial intention of the parties.
- 24.4. Failure or delay by either party in enforcing, or partial enforcement of, any provisions of the Agreement will not be regarded as a waiver of any of its rights under the Agreement. Any waiver must be in writing.
- 24.5. Where the Customer consists of more than one person, each is jointly and severally liable under the Agreement.
- 24.6. Each party shall carry out all such acts as may be required to give full effect to the Agreement.

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- 24.7. Any notice sent in accordance with the Agreement must be in writing and be served by email, by hand or by registered post. The address for service for each party is the registered office address of the receiving party, or if the Customer does not have a registered office address, its trading address. The appropriate email is the one notified by a party for this purpose.
- 24.8. The Customer (and its officers, employees, agents and subcontractors) shall abide by, and comply with, all laws, rules and regulations, applicable to the Agreement, including those relating to anti-bribery and anti-corruption such as the Bribery Act 2010.
- 25. Equipment**
- 25.1. Ownership of the Equipment shall at all times remain with Britvic. The Customer shall return the Equipment in good condition to Britvic upon request.
- 25.2. The Customer shall not sell, let, mortgage, charge or otherwise dispose of or part with possession of the Equipment and shall keep the Equipment free and exempt from any distress, execution or other legal process.
- 25.3. The Customer shall notify Britvic of its intention, for whatever reason, to surrender occupation of any premises at which Equipment is located, giving Britvic not less than one (1) month's notice in writing prior to such surrender of occupation, and must inform any prospective buyer of its business or assets that the Equipment belongs to Britvic and that the supply of Equipment is governed by the Agreement.
- 25.4. Risk in the Equipment shall pass to the Customer on delivery and will remain with the Customer until Britvic takes possession of the Equipment.
- 25.5. The Customer shall promptly notify Britvic if the Equipment breaks down, is damaged, or is faulty, and to arrange for its repair, and allow Britvic and its authorised representatives safe access to the Equipment, to inspect, maintain, uplift, modify, or otherwise carry out works on the Equipment.
- 25.6. Britvic is not liable for any delay in installing the Equipment.
- 25.7. Britvic will value the Equipment for the purposes of the Agreement based on a reasonable assessment of the market value of the Equipment taking into account age, depreciation, usage, and any payments already made by the Customer.
- 25.8. The Customer shall be responsible for all loss and damage to the Equipment otherwise than through fair wear and tear. Britvic will charge for the reasonable costs of repair or replacement except for repair due to fair wear and tear.
- 25.9. The Customer shall prepare a suitable and safe site for the installation of the Equipment, and if necessary provide potable water and suitable electricity supplies at its own cost ready for installation (and throughout the Duration).
- 25.10. Britvic shall procure installation of the Equipment in a location and position agreed between Britvic and the Customer.
- 25.11. The Customer shall use the Equipment solely for the Products (and, for example, shall not dispense non-Britvic draught products from the dispense Equipment), and shall use and maintain the Equipment in a careful and proper manner at the site at which it was installed, ensuring its immediate surroundings are clean and hygienic.
- 25.12. The Customer shall not remove, cover, or interfere with any label or branding on, or related to, the Equipment.
- 25.13. The Customer shall keep the Equipment switched on and in use for displaying and selling the Products whenever the relevant premises are open for business.
- 25.14. The Customer shall not modify or move the Equipment or cause or allow it to be modified or moved without Britvic's prior written consent, and unless otherwise agreed, Britvic reserves the right to charge the Customer for any costs incurred in respect of any conversions, exchanges, re-siting and additions to the Equipment.
- 26. Return of Equipment**
- 26.1. The Customer shall return the Equipment (or such Equipment as specified by Britvic) within five (5) working days of the date of a notice served by Britvic requiring the Customer to do so if:
- (a) the Customer suffers an Insolvency Event;
 - (b) Britvic or the Customer terminates the Agreement in accordance with its terms;
 - (c) the Customer fails to pay or threatens not to pay any sums due to Britvic (under the Agreement or any other contract between Britvic and the Customer) by the due date;
 - (d) the Customer fails to comply with any of its other obligations under the Agreement; or
 - (e) Britvic believes the Customer intends to part with possession of Equipment or close or surrender occupation of the premises at which Equipment is situated.
- 26.2. Other than as a result of termination of the Agreement due to a material breach by Britvic, if Equipment is uplifted in accordance with clause 26.1 for any reason, or if it is uplifted within 12 months of the date of its installation at the Outlet, the Customer shall, in addition to any other payments and charges due under the Agreement, pay to Britvic on demand:
- (a) the reasonable costs of removing and reconditioning the Equipment, including any labour costs, third party costs or costs of parts, which, provided Britvic receives the Customer's full cooperation, will not exceed £1,000 for each piece of Equipment; and
 - (b) where the Customer is a limited company and the Equipment is dispensed Equipment, a sum equal to the shortfall, if any, between the amount of Products purchased by the Customer from Britvic (or, as the case may be, from a third party on behalf of Britvic) since the Commencement Date and the minimum agreed purchase volume of Products to be dispensed through the Equipment at a rate of £20 per Bag in Box for the remainder of the Minimum Period of Supply.