

Britvic Standard Terms and Conditions of Supply – Britvic Northern Ireland Limited

1. Definitions and Interpretation

- 1.1 In this Agreement, capitalised terms have the meanings given to them in the Commercial Terms or in these Terms and Conditions.
- 1.2 In this 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 this 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 this Agreement and to Orders are to this 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' and 'in particular' and any similar do not operate to limit the generality or extent of any other words or expressions.
- 1.3 The headings in this Agreement are for convenience only and do not affect its interpretation.

2. Term

- 2.1 This 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

- 3.1 The Customer shall place orders with Britvic for Products and Equipment under this Agreement by confirming its order in writing (each an "**Order**"). The terms of this 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 reserves the right to reject Orders (or any of parts of them) and no Order shall be binding on Britvic until it delivers the ordered Products to the Customer. All Products and Equipment are offered for sale 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 this 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) keep and maintain all items to which Britvic retains title in accordance with Britvic's instructions (and not less than in accordance with good industry practice); and
 - (e) provide Britvic with regular information (including copies of documents and data) 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 this 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 this Agreement including the Minimum TI Criteria.
- 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 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 in any Contract Year (or by the end of any extension under Clause 5.4(a) below), Britvic may either:
- (a) extend (or further 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 Term shall be extended, and the start of any subsequent Contract Years shall be delayed, by the same 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 this 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 consideration for the supply of Products, Containers, and 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 calculated in accordance with the Commercial Terms.
- 6.2 Britvic reserve the right to send invoices to the Customer electronically. Time is of the essence as regards payment by the Customer. Without prejudice to its other rights and remedies, Britvic reserves the right to 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.
- 6.3 All sums specified in this Agreement shall be exclusive of any value added tax or any other taxes, duties, tariffs or levies unless otherwise indicated.
- 6.4 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 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.
- 6.5 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 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 (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 specified agent.
- 7.2 Britvic is entitled to deliver any Order by consignments and to treat each Order or consignment as a separate Agreement.
- 7.3 If the Customer does not accept delivery, Britvic reserves the right to 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 Title in the Products shall pass to the Customer upon the earlier of:
 - a) sale by the Customer;
 - b) use in the course of its business; or
 - c) when Britvic has received payment in full for the Products (whichever is earlier),
- 9.1.1 Title in the Products shall not pass 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, title in the Products shall pass to the Customer only when Britvic has received payment for the Products.

- 9.2 Should any of the events in Clause 9.1(a) or 9.1(b) occur, or if the Customer is subject to an Insolvency Event, then Britvic may require the Customer to deliver up the Products and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them.

- 9.3 Risk in the Products shall pass to the Customer on delivery.

- 9.4 The Customer shall dilute, offer for sale, and serve the products only in accordance with Britvic's instructions.

- 9.5 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 either collecting and replacing the relevant Product, or collecting the relevant Product and reimbursing the purchase price by issuing a credit note, at Britvic's option.

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 Title in the Containers shall at all times remain with Britvic. 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 same.
- 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 this Agreement.
 - 12.1.1 Nothing in this Agreement shall limit or exclude either party's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents, or subcontractors, fraud, or 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, in the case of the Customer, to pay the prices of the Products.
- 12.2 Subject to Clause 14.2, Britvic's total aggregate liability arising out of or in connection with the performance or contemplated performance of this 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 paid or payable to Britvic in the twelve (12) months prior to the cause of action arising.
- 12.3 If the cause of action arises in the first Contract Year, then the amount referred to in Clause 14.3 (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.
- 12.4 Subject to Clauses 14.2 and 14.3:
- (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.
- 12.5 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.
- 12.6 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 this Agreement shall not limit or exclude any other rights or remedies that each party may have against the other.
- 12.7 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.
- 12.8 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 title, to a value not less than their full replacement cost).
- 13. Change of Business**
- 13.1 If:
- (a) there is a change in who controls the Customer's business or a material part of it; or
- (b) there is a 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, or Minimum TI Criteria.
- 13.2 If Britvic is unable to reach an agreement with the Customer to its satisfaction then Britvic may terminate this Agreement by giving the Customer not less than fourteen (14) days' further notice in writing.
- 14. Termination**
- 14.1 Either party may terminate this 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 this 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.
- 14.2 Failure to pay any amount due to Britvic under this Agreement on or by the date the payment is due shall be a material breach.
- 14.3 Britvic may terminate the Agreement immediately on written notice if the Customer experiences an Insolvency Event.
- 14.4 Without affecting Britvic's other rights or remedies, if for any reason this 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.
- 14.5 Termination of this Agreement automatically terminates all Orders.
- 14.6 The following clauses shall survive termination or expiry of this Agreement: 1, 4.1(d), 6.1, 6.2, 6.3, 8, 9.1, 9.5, 10, 11.1, 11.4, 12.1, 12.2, 12.6, 12.8, 12.14, 13, 14, 16.4, 16.6, 17, 20, 21, 23, 25.
- 15. Confidentiality**
- Each party agrees and undertakes to keep confidential and not use (except to perform its obligations and exercise its rights in this 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 this Agreement; or (iii) comes lawfully into the receiving party's possession from a third party without restriction on disclosure.
- 16. Force Majeure**
- Neither party shall be liable for any failure or delay in performing its obligations (except payment obligations) under this Agreement to the extent that such failure or delay is caused by any event beyond that party's reasonable control.
- 17. Assignment**
- The Customer may not assign this Agreement without Britvic's prior written consent.
- 18. Entire Agreement**
- 18.1 This Agreement constitutes the whole agreement and understanding of the parties relating to the subject matter of this Agreement.
- 18.2 Each party acknowledges that, in entering into this Agreement, it has not relied on any statement, representation, assurance, or warranty other than those expressly set out in this Agreement, in respect of which its sole remedy shall be for breach of contract.
- 18.3 Each party agrees that all liability for, and remedies in respect of any misrepresentation (except a fraudulent misrepresentation) are excluded.
- 19. Rights of Third Parties**
- The parties do not intend that any term of this Agreement will be enforceable by any person that is not a party to it.

20. Counterparts

This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts.

21. Governing Law and Jurisdiction

21.1 This 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

22. 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.

23. Miscellaneous

23.1 Britvic may in order to process your application supply your personal information to credit reference agencies (CRAs) and they will give us information about you, the Customer, such as about your financial history. Britvic does this to assess creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent criminal activity. Britvic will also continue to exchange information about you with CRAs on an ongoing basis, including about your settled accounts and any debts not fully repaid on time. CRAs will share your information with other organisations.

23.2 If any provision of this 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.

23.3 If the circumstances referred to in Clause 25.1 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.

23.4 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.

23.5 Where the Customer consists of more than one person, each is jointly and severally liable under this Agreement.

23.6 Each party shall carry out all such acts as may be required to give full effect to this Agreement.

23.7 Any notice sent in accordance with this Agreement must be in writing and served 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.

24. Equipment

24.1 Title in the Equipment shall at all times remain with Britvic. The Customer shall return the Equipment in good condition to Britvic upon request.

24.2 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.

24.3 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 this Agreement.

24.4 Risk in the Equipment shall pass to the Customer on delivery and will remain with the Customer until Britvic takes possession of the Equipment.

24.5 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.

24.6 Britvic is not liable for any delay in installing the Equipment.

24.7 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.

24.8 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.

24.9 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 Term).

24.10 Britvic shall procure installation of the Equipment in a location and position agreed between Britvic and the Customer.

24.11 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.

24.12 The Customer shall not remove, cover, or interfere with any label or branding on, or related to, the Equipment.

24.13 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.

24.14 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.

25. Return of Equipment

25.1 The Customer shall return the Equipment (or such Equipment as is 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.

25.2 If the Equipment is required to be returned in accordance with Clause 13.1 (other than upon termination of the Agreement due to a material breach by Britvic), the Customer shall, also pay to Britvic on demand:

- (a) the reasonable costs of reconditioning the Equipment, including labour costs, third party costs, and costs of parts, which, provided Britvic receives the Customer's full cooperation, will not exceed £500 per item of Equipment; and
- (b) a sum equal to the total of any rental payments that would have been due to the end of the Minimum Period of Hire,
- subject always to the Customer's right to terminate the Agreement before the end of the Minimum Period of Hire without penalty where it is an 'individual' for the purposes of the Consumer Credit Act 1974.
26. **DRS**
- 26.1 **DRS Scheme:** means a deposit return scheme including where an ultimate consumer returns Product packaging in exchange for the return of an initially paid deposit.
- 26.2 **In Scope Products:** means Products sold in PET, steel or aluminium containers and which hold between 150ml to 3L of Product.
- 26.3 **Non-Re-turn ROI Products:** means all In Scope Products which are not registered with the Re-turn Scheme.
- 26.4 **Out of Scope Products:** means all Products which are not In Scope Products, including but not limited to: PET, steel or aluminium containers which hold below 150ml or over 3L of Product; glass containers; Bag in Box Products; and/or Products in tetra packaging.
- 26.5 **Re-turn International Products:** means all In Scope Products, registered with the Re-turn Scheme, with an internationally used barcode and carrying the Re-turn logo and that can be sold in the Republic of Ireland as well as outside of the Republic of Ireland.
- 26.6 **Re-turn ROI Products:** means all In Scope Products, registered with the Re-turn Scheme, with a unique ROI barcode and carrying the Re-turn logo and that are sold in the Republic of Ireland.
- 26.7 **Re-turn Scheme:** means the DRS Scheme established within Republic of Ireland.
- 26.8 Deposit Return Scheme
- 26.8.1 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 performing its obligations under any new DRS Scheme and/or Re-turn Scheme. So far as is applicable, the Customer (and its officers, employees, agents and subcontractors) shall assist Britvic with complying with its obligations under any DRS.
- 26.9 Restrictions on sale of stock
- 26.9.1 With respect to the Re-turn Scheme and the purchase and/or sale and/or supply of Products, the Customer shall:
- (a) sell or supply any and all Re-turn ROI Products within the Republic of Ireland only;
- (b) when selling or supplying Products to a customer in Republic of Ireland or an ultimate consumer within the Republic of Ireland, only sell or supply Re-turn ROI Products; and/or
- (c) not sell or supply in any circumstances, any Non-Re-turn ROI Products within the Republic of Ireland with effect from 31.05.2024.
- 26.10 The Customer shall procure that these clauses are also reflected in any contract the Customer has with its customers for onward sale of Re-turn ROI Products or Non-Re-turn ROI Products, and the Customer shall not sell or supply any Products where they are aware that their respective customer's obligations pursuant to clause 1.2 above shall be breached.
- 26.11 With effect from 31.05.2024, in respect of Re-turn International Products, the Customer shall promptly, and in any event within one month, notify Britvic of any onward sale or movement of such stock in or out of the jurisdiction of the Re-turn Scheme, either by the Customer directly or by one of its Customers. The Customer shall provide to Britvic all relevant information as set by the scheme administrator of these Products that have changed jurisdiction, which shall include distribution numbers, SKU number, volume of Products move, case information and description of Product and any other information requested by Britvic. As a result of such movement, Britvic shall be entitled to apply or remove any charge, deposit or levy required to the Products as part of the relevant DRS legislation. Britvic shall be entitled to apply any charge pursuant to this clause retrospectively.
- 26.12 The Customer shall be liable for against all losses, costs, claims, and expenses Britvic may suffer or incur as a result of the Customer's breach of these clauses.
- 26.13 The Customer shall pay the following additional costs for any Re-turn ROI Products or Re-turn International Products. All LTA payments/discounts & growth targeted revenue terms from 31.05.2024 will be paid without the application of these costs and charges. These costs are subject to change, including that the Additional fees listed below may change on an annual basis and may be increased or decreased:
- Deposit:
- 15c for containers 150ml to 500ml inclusive; and
 - 25c for containers over 500ml to 3 litres inclusive.
- Additional fee:
- 1.25 cent per can (aluminium or steel)
 - 2.00 cent per PET bottle
 - An additional 3.12 cent per container for or Re-turn International Products.
- 26.13 Where the Customer is invoiced in Sterling, Britvic will apply Reuters' average exchange rate from EUR to GBP in the 4 months from July-September. With respect to 2023, this equates to 1 EUR = £0.85929.