



DELIVEROO PURCHASE TERMS - GOODS & SERVICES

This contract (the “**Contract**”) is made up of the following:

(a) Part 1 - the Contract Details;

(b) Part 2 - the Terms and Conditions,

in order of priority in case of any conflict between the terms of the documents.

PART 1 - Contract Details	
Deliveroo's company Name:	Roofoods Ltd (UK Company Number 08167130)
Deliveroo's address:	The River Building – Level 1 Cannon Bridge House, 1 Cousin Lane, London, United Kingdom, EC4R 3TE
Deliveroo's representative:	Name: Job title: Email:
Supplier:	Supplier name (No.)
Supplier's address:	
Supplier's VAT number (or other applicable goods and services tax number - please specify):	

Supplier's representative:	Name: [empty member name] Job title: Email: [empty member email]
Services Start Date:	<i>[Specify the start date]</i> (hereinafter " Start Date ")
Term:	<i>[Specify the term length]</i> (hereinafter " Term ")
Goods:	<i>[Description of the goods being purchased]</i> (hereinafter " Goods ")
Services:	<i>[Description of the services being purchased]</i> (hereinafter " Supplier Services ")
Deliverables:	<i>[Description of the deliverables]</i> (hereinafter " Deliverables ")
Charges:	<i>[Specify the financial conditions]</i>
Payment Terms:	The Supplier shall submit invoices for the Charges plus VAT (if applicable) to Deliveroo in accordance with the following: .

Exclusivity:	During the Term and for a period of months following the Term, the Supplier will not provide services to a Deliveroo Competitor without Deliveroo's prior written consent. For these purposes, "Deliveroo Competitor" means any competitor of Deliveroo or its Group that is in the business of providing a technological platform and logistical service for the on-demand delivery of food and groceries, including the following companies and their their Group to the extent that they operate in a country in which Deliveroo or a member of its Group operates: i. Just Eat PlcTakeaway.com N.V. ii. Uber Technologies. Inc. iii. Eats UK Limited iv. Grubhub Inc. v. Seamless Europe Ltd vi. Delivery Hero SE vii. Glovoapp23, S.L. viii. DoorDash Inc. ix. Grab Holdings Inc.
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for and on behalf of **ROOFOODS LTD**
 Authorised Signatory

Authorised Signatory

X

Signatory: [empty member name]
 Email of signatory: [empty member email]
 Timestamp: [empty signing timestamp]

for and on behalf of **Supplier name**

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Signatory: [empty member name]
 Email of signatory: [empty member email]
 Timestamp: [empty signing timestamp]

PART 2 - TERMS AND CONDITIONS

1. GENERAL

1.1 This Contract constitutes an offer by the Deliveroo group company submitting it to purchase the specified Goods or Services (including without limitation the Deliverables) (the "**Work**") in accordance with this Contract. An offer shall be

deemed accepted by the Supplier on the first to occur of: (i) the Supplier signing this Contract; and (ii) the Supplier doing or commencing any act consistent with fulfilling the Contract.

1.2 This Contract sets out the entire agreement between Deliveroo and the Supplier and overrides and takes the place of any written, oral or other arrangements made between Deliveroo and the Supplier in relation to its subject matter and any other terms and conditions contained in the Supplier's quotation, acceptance, correspondence or elsewhere. Supplier agrees to contract solely on the basis of these Contracts. Acceptance of Work shall not constitute or be deemed to constitute acceptance by Deliveroo of Supplier's terms and conditions.

2. PURCHASE ORDER

2.1 Supplier shall ensure that the Work and its provision: (a) corresponds with the Contract and any agreed specifications, dates, standards and samples; (b) is provided with all reasonable skill, care and diligence by appropriately qualified and experienced personnel; (c) is of satisfactory quality and fit for any purpose held out by Supplier or agreed with Deliveroo prior to this Contract; (d) is free from defects in design, materials and workmanship and remain so for a reasonable period after delivery or as agreed between the parties; (e) complies with all applicable laws, statutory and regulatory requirements; (f) does not breach the rights of any third party; and (g) complies with any and all Deliveroo policies made available to Supplier from time to time.

2.2 Supplier shall comply with all health and safety rules and regulations and any reasonable security requirements that apply to the location at which the Work is to be delivered or performed in accordance with the Contract, or any alternative location notified to the Supplier by Deliveroo from time to time (the "**Location**"). Any software, data or documents provided by Supplier to Deliveroo or uploaded onto Deliveroo's computer or telecommunications system, internet/intranet site or app shall be virus and bug free. Supplier shall not do anything which will harm the reputation, goodwill or legitimate interests of Deliveroo. Supplier must ensure all goods delivered as part of the Work are suitably packaged in accordance with generally accepted industry standards so as to arrive at the Location in good condition, and Deliveroo shall not be obliged to return any packaging materials for any goods whether or not they are accepted by Deliveroo.

2.3 If the Work does not comply with the Contract and/or Deliveroo's instructions, Deliveroo is entitled at its option to either (a) return the Work at the risk of Supplier; (b) reject the Work; and/or (c) require Supplier to re-perform; or (d) accept the Work, in each case in whole or part, but without prejudice to any other rights of Deliveroo (including without limitation to claim compensation or damages for loss or damage suffered as a result of failure to comply).

2.3 Delivery of any goods which form all or part of the Work shall occur on the completion of unloading the goods at the Location, save that if the Work requires the carrying out of tests or the installation of goods after receipt by Deliveroo, delivery shall not be deemed to be complete until such tests have been passed or any goods installed to Deliveroo's satisfaction. The Supplier shall provide Deliveroo, upon request, with copies of all test reports and all data derived as a result of testing. The risk and title in any goods which form all or part of the Work shall pass to Deliveroo when delivered to the Location, except that if the Work is paid for before delivery then title shall pass to Deliveroo on payment. The passing of ownership in any goods is without prejudice to any right of rejection to which Deliveroo may be entitled.

2.4 Deliveroo shall not be obliged to accept any incomplete delivery or any Work in excess of the amounts ordered. The Work shall not be delivered or performed in instalments without Deliveroo's prior written consent. If the Work is delivered or performed in instalments, the arrangement shall be treated as a single contract and not severable. Deliveroo shall not be deemed to have accepted any of the Work (in part or full) unless and until it has had a reasonable time to inspect the Work.

2.5 The Supplier shall accept any reasonable variation in scope, specification, quantity or delivery in relation to the Work requested by Deliveroo. The price shall be adjusted by the Supplier to reflect the variation having regard to: a) the rates and prices used in the contract or, b) where these are not relevant, to what is fair and reasonable and shall be subject to

Deliveroo's written approval.

2.6 Deliveroo may cancel this Contract, in whole or in part, at any time prior to delivery of the Work, provided Deliveroo pays the reasonable and unavoidable costs and expenses incurred by the Supplier for the sole purpose of providing the Works prior to the cancellation date.

2.7 Upon their creation, all rights (including without limitation intellectual property rights) in and to any deliverables that are created bespoke for Deliveroo as part of the Work shall vest in Deliveroo. Supplier hereby assigns and/or transfers any and all such rights to Deliveroo absolutely and without encumbrances, and irrevocably waives all moral rights or equivalent rights in such Work. Supplier will do all acts and things necessary to ensure title vests in Deliveroo and Deliveroo has full and free rights to use the deliverables. The Supplier grants Deliveroo a perpetual and irrevocable, non-exclusive, worldwide, royalty free, fully transferable and assignable licence in respect of all intellectual property rights (including without limitation copyright in any software or other literary works) subsisting in the Work which do not belong to Deliveroo under this clause, as reasonably required for Deliveroo to obtain the full benefit of the Work.

2.8 Deliveroo grants the Supplier a limited, non-exclusive, royalty-free, non-transferable and non-sublicensable licence to use its intellectual property rights only for the purposes of and as necessary to supply the Work in accordance with the contract and Deliveroo's instructions.

2.9 Except as set out in this contract, neither party transfers or grants any rights in or to any intellectual property rights which were owned by or licensed to it or its group companies prior to this Contract or created during the term of it.

3. PRICE, PAYMENT AND SET OFF

3.1 The price for the Work shall be the price set out in this Contract and shall be inclusive of, without limitation, the costs of packaging, insurance and carriage of the goods and/or provision of the services included within the Work. Prices are quoted exclusive of any applicable sales tax (including without limitation VAT/GST) unless otherwise specified in Part 1 - Contract Details. No other or extra charges, expenses, taxes (including without limitation withholding taxes of any kind) or levies shall be payable unless agreed by Deliveroo in writing in advance.

3.2 In respect of any goods, Supplier shall invoice Deliveroo on or at any time after completion of delivery. In respect of services, Supplier shall invoice Deliveroo monthly in arrears or as otherwise as agreed. The invoice must be a valid VAT/GST or other applicable sales tax invoice where such taxes are applicable, contain the Contract number and include such supporting information required by Deliveroo to verify the accuracy of the invoice.

3.3 Deliveroo will pay the invoiced amounts for the Work within 60 days of the date of a valid and correct invoice to a bank account nominated in writing by Supplier. In the event any validly invoiced amount is not paid when due, Supplier may claim interest on the outstanding amount at the rate of 2% per annum whether before or after judgement.

3.4 Deliveroo may, without limiting its other rights or remedies, withhold any amount it disputes in good faith or set-off any amount owing to it by Supplier against any amount payable by Deliveroo to Supplier.

4. INDEMNITY AND INSURANCE

Supplier shall hold and keep Deliveroo, and each of its group companies, indemnified in full on an after tax basis against the full amount of all costs, expenses, damages and losses, including without limitation any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Deliveroo due to or arising out of any third party claim in respect of the performance of the Work, negligence or any breach by Supplier of these Contract. Supplier shall at all times have sufficient insurance policies in place with regard to the Work being provided by the Supplier, and shall provide written evidence of such policies to Deliveroo upon request.

5. CONFIDENTIALITY

Supplier shall for the duration of the Contract and thereafter, treat all technical or commercial know-how, specifications, inventions, processes, initiatives, or other information of (or disclosed by or on behalf of) Deliveroo or its group companies which are of a confidential nature, as confidential and safeguard it accordingly using at least a reasonable standard of care. Supplier shall use confidential information only for the purpose of performing its obligations under the Contract and shall not disclose any such information to a third party without the prior written consent of Deliveroo. Only employees of Supplier that need to know the confidential information of Deliveroo to perform the Work shall be given access. Supplier will return or destroy as required by Deliveroo all confidential information in its possession upon termination or expiry of this contract.

6. TERM AND TERMINATION

This Contract shall continue in force until the earlier of final acceptance of the Work by Deliveroo, or termination of the Contract in accordance with this clause. Deliveroo may terminate the Contract with immediate effect if at any time the Supplier: (a) commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days after receiving notice of the breach; (b) fails to deliver the Work by the date specified in the Contract (or otherwise agreed between the parties in writing); or (c) does or omits to do anything that in Deliveroo's opinion has caused or is likely to cause material damage to Deliveroo's legitimate business, reputation or goodwill.

7. LIABILITY

7.1 Nothing in this Agreement shall limit or exclude either party's liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation; or
- any other liability to the extent the same cannot be excluded or limited by applicable law.

7.2 Subject to clause 7.1, each party's total aggregate liability under or in connection with this Agreement (including in respect of any indemnity), whether in contract or otherwise, shall not exceed the greater of:

- 7.2.1. a sum equal to 100% of the price paid or payable by Deliveroo under this Agreement; or
- 7.2.2. GBP 50,000.

7.3. Subject to clause 7.1, neither party shall have any liability under or in connection with this Agreement (including in respect of any indemnity), whether in contract or otherwise, for any special, indirect or consequential loss. Nothing in this clause 7.3 shall be construed as an exclusion of liability for direct loss.

8. GENERAL

8.1 **Force majeure:** Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under this Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party, which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such an event or circumstances prevent or delay Supplier from providing the Work (in whole or a substantial part) for more than two (2) weeks, Deliveroo shall have the right, without limiting its other rights or remedies, to terminate this Contract with immediate effect by giving written notice to Supplier.

8.2 **Assignment and subcontracting:** Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Contract without the prior written consent of Deliveroo. Such consent, if granted, shall not release the Supplier from any of its obligations and liabilities which may exist from time to time and the Supplier shall be responsible for the acts and omissions of its assignees, transferees and subcontractors. Deliveroo may at any time assign, transfer or otherwise deal in any manner with its rights and obligations under this Contract in whole or in part.

8.3 No partnership: Deliveroo engages the Supplier as an independent contractor. Nothing in this Contract shall create a partnership or the relationship of principal and agent or employer and employee.

8.4 Waiver: No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the contract shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this contract. A waiver must be in writing and no waiver shall be deemed to waive any subsequent breach.

8.5 Compliance: Supplier warrants that it holds all necessary permissions, licenses and registrations to perform the Services and provide the Works and shall comply with all applicable laws, statutes, orders, regulations or bye laws in the performance of this Contract, including without limitation, those relating to anti-tax evasion, anti-bribery and corruption and the prevention of slavery. The Supplier shall promptly provide all such information as Deliveroo may request regarding the Supplier's compliance with this clause and will promptly notify Deliveroo after it becomes aware of any actual or potential breach of this clause (including without limitation any investigation, formal complaint, allegation or claim relating to any actual or potential breach of this clause).

8.6 Notices: All notices shall be in writing and shall be sent to either the registered office of the recipient, the email address specified by each party for the receipt of notices, or such other address as the recipient may designate by notice given in accordance with this clause and shall be deemed to have been served: (i) if by hand or email before 5pm on a business day of the recipient, when delivered or sent (as applicable) and if not, on the next business day, or (ii) if by first class post, three business days after posting.

8.7 Third Parties: Except with respect to Deliveroo group companies, a person who is not a party to the Contract shall not have any rights under or in connection with it and any third party right granted or permitted by law shall be excluded.

8.8 Variation: Any variation to the Contract shall only be binding when agreed in writing.

8.9 Severance: If any provision in this Contract shall in whole or in part be held to any extent to be unlawful or unenforceable under any enactment or rule of law, the remainder of the provisions shall stand in full force and effect.

8.10 Governing law and jurisdiction: Subject to the remainder of this clause, this Contract and any non-contractual obligations arising in connection with it shall be governed by, and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales. In the event that the relevant Deliveroo entity purchasing under this Contract is not located in England and Wales, then the reference to "England and Wales" in the preceding sentence shall be replaced with the relevant territory (and if applicable the city) in which the relevant Deliveroo entity has its registered address, except that where such territory is the United Arab Emirates, the Dubai International Financial Centre shall have jurisdiction.

9 DATA PROTECTION

Supplier shall notify Deliveroo immediately in the event it receives any personal data in respect of this contract. Where Supplier processes personal data on behalf of Deliveroo or its group companies in connection with this contract, Supplier shall: (a) only process personal data as necessary to provide the services or on the written instructions of Deliveroo, as a processor; (b) ensure that all persons authorised to process personal data are subject to confidentiality obligations substantially equivalent to the confidentiality obligations under this Contract; (c) take all measures required under data protection laws to protect personal data; (d) subject to Deliveroo's prior written consent, only engage sub-processors under a written contract with substantially equivalent terms to this data protection clause and shall remain fully liable to Deliveroo; (e) assist Deliveroo to fulfil obligations under data protection laws to respond to requests for exercising a data subject's rights; (f) assist Deliveroo in meeting obligations under data protection laws in relation to security of processing, notification of personal data breaches, data protection impact assessments and prior consultation, where relevant; (g) delete or return all personal data to Deliveroo as requested at the end of this Contract; (h) provide Deliveroo all information necessary to demonstrate its and any sub-processor's compliance with this data protection clause, including without limitation allowing for and contributing to audits and/or inspections; (i) immediately notify Deliveroo upon becoming aware of a personal data breach, and provide all

information necessary for Deliveroo to notify supervisory authorities and/or data subjects, where relevant; and (j) where relevant, not transfer personal data outside the UK or EEA (or the relevant territory where the Deliveroo entity is registered where that Deliveroo entity is registered outside of the UK or EEA) without prior written consent from Deliveroo, which may be subject to a further contract. For the purposes of this clause: (a) “**data protection laws**” means any law of any jurisdiction applicable from time to time relating to the processing of personal data, personal information and/or privacy, as in force at the date of this contract or as re-enacted, applied, amended, superseded, repealed or consolidated, including, without limitation and as applicable, the UK General Data Protection Regulation, the General Data Protection Regulation (EU) 2016/679, the Privacy and Electronic Communications (EC Directive) Regulations 2003, Singapore Personal Data Protection Act 2012 (No. 26 of 2012) and the Personal Data (Privacy) Ordinance (Cap. 486, Laws of Hong Kong), in each case including without limitation any law or regulations implementing any such law and any legally binding regulations, direction and orders issued from time to time under or in connection with any such law; and (b) “**data subject**”, “**personal data**”, “**personal data breach**”, “**processing**”, “**processor**” and “**supervisory authority**” shall have the meanings given to those terms in the applicable data protection laws.

For and on behalf of **ROOFOODS LTD**

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Signatory: [empty member name]

Email of signatory: [empty member email]

Timestamp: [empty signing timestamp]

For and on behalf of **Supplier name**

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Signatory: [empty member name]

Email of signatory: [empty member email]

Timestamp: [empty signing timestamp]