

Complan Foods Limited (“CFL”)

UK Terms and Conditions of Sale ("Supply Terms")

1. Order and Supply of the Products

- 1.1 These Supply Terms shall apply to the supply of Complan and Casilan products ("the Products") to the Customer by CFL to the exclusion of all other terms and conditions, including (without limitation) any terms appearing on the Customer's individual purchase orders or invoices, or any other documents issued by the Customer.
- 1.2 Each order is an offer by the Customer to purchase the Products subject to these Supply Terms. Any order for the Products will only be binding on CFL once CFL has accepted it by written Acknowledgement of Order (defined below) or on delivery of the Products (whichever is earlier).
- 1.3 Any quotation is given on the basis that no contract shall come into existence until CFL despatches an acknowledgement of order to the Customer as described in clause 1.9 ("the Acknowledgement of Order"). Any quotation is valid for a period of 30 days only from its date, provided that CFL has not previously withdrawn it.
- 1.4 The Customer shall, in respect of each order for the Products to be supplied hereunder be responsible for:
- (a) ensuring the accuracy of the order;
 - (b) providing CFL with any information which is necessary to enable CFL to fulfil the order and to comply with all labelling, marketing and other applicable legal requirements in the UK.
- 1.5 All orders are subject to availability. All descriptive matter, specifications and advertising issued by CFL or on its behalf are indicative only and do not form part of these Supply Terms and this is not a sale by sample.

- 1.6 The quantity and description of the Products shall be as set out in CFL's written Acknowledgement of Order.
- 1.7 CFL reserves the right to refuse any cancellation or purported cancellation of orders where the Products are ready for despatch or are in the process of being delivered.
- 1.8 The Customer shall give CFL not less than 2 weeks written notice or such longer period if advised by CFL during busy periods of its estimated requirements of the Products and shall promptly notify CFL of any changes in circumstances which may affect its requirements.
- 1.9 Upon receipt of each order, CFL shall as soon as practicable confirm the order in writing (whether by Electronic Data Interchange or otherwise) and inform the Customer of CFL's estimated date for delivery of the Products. CFL shall use all reasonable endeavours to meet the delivery date, but time of delivery shall not be of the essence and accordingly CFL shall have no liability to the Customer if notwithstanding such endeavours delivery is delayed.
- 1.10 The title in any consignment of the Products shall not pass to the Customer until payment in full (in cash or cleared funds) of all sums due by the Customer to CFL on any order. Until title has passed to the Customer the Customer shall:
- (a) hold the Products on a fiduciary basis and as the bailee of CFL;
 - (b) store (at no cost to CFL) the Products separately from all other products so that they remain readily identifiable as CFL's property;
 - (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Products; and
 - (d) maintain the Products in an adequate condition and keep them insured on CFL's behalf (without charge to CFL) against all risks to the reasonable satisfaction of CFL for their full replacement value, and, on CFL's request, the Customer shall produce the policy of insurance; and

- (e) hold the proceeds of insurance referred to in 1.10(d) on trust for CFL and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

- 1.11 The Customer grants to CFL an irrevocable licence at any time during normal business hours and upon reasonable notice to the Customer to enter any premises where the Products are or may be stored in order to inspect them.

- 1.12 The Customer may resell the Products before ownership has passed to it solely on the following conditions:
 - (a) that CFL shall be legally and beneficially entitled to the ownership of the Products until payment in full (in cash or cleared funds) of all sums due by the Customer to CFL on any order. Until such payment, the Customer holds the Products as bailee of CFL and owes to CFL the normal fiduciary obligations of a bailee by way of custody in respect of the Products.

 - (b) any sale shall be a sale of CFL's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

 - (c) any sale shall be effected in the ordinary course of the Customer's business at full market value and CFL shall be and remain legally and beneficially entitled to the proceeds of sale and the Customer shall pay such proceeds of sale into a separate account or, otherwise, shall ensure that all the proceeds of sale are kept by or on behalf of the Customer in a separate and identifiable form.

 - (d) the proceeds shall not be paid into an overdrawn bank account and upon receipt of the proceeds of sale, the Customer shall discharge the debt due to CFL and shall not use or deal with the proceeds of sale in any way whatsoever until such debt has been discharged

- 1.13 Until property in the product passes to the Customer, CFL shall be entitled to repossess the Products and for the purpose of such repossession shall be entitled to

enter upon the Customer's premises during normal business hours to remove the Products.

1.14 If after delivery of the Products but before payment one or more of the following events occurs:

- (a) the Customer is unable to pay its creditors or to pay its debts within the definition set out in sections 123(1) or (2) of the Insolvency Act 1986 (interpreted on the basis that the words "it is proved to the satisfaction of the court" in sections 123(1)(e) and 123(2) were deemed to be omitted);
- (b) a receiver or an administrative receiver is appointed over the whole or any part of the assets or undertakings of the Customer;
- (c) the Customer enters administration or any step are threatened or taken with a view to the administration of the Customer;
- (d) the Customer makes a proposal for an arrangement or composition with some or all of its creditors or takes any steps to obtain a moratorium;
- (e) a petition is presented or an order is made or a resolution is passed for the winding up of the Customer or the appointment of a provisional liquidator;
- (f) any distress, attachment, execution, diligence or any other legal process affects all or any part of the assets of the Customer;
- (g) any encumbrance on or over any assets of the Customer becomes enforceable; or
- (h) any analogous proceedings or step is taken in any jurisdiction,

CFL may give written notice the Customer or to the receiver, administrator, manager or liquidator (as the case may be) either requiring delivery up of the Products (or the proceeds of sale thereof) (at the Customer's expense) or terminating the Customer's right to possession whereupon CFL may retake possession of the Products (or the

proceeds of sale thereof) without notice and, for this purpose, the Customer irrevocably authorises CFL to enter the premises where the Products are at any time to remove them at the Customer's expense.

- 1.15 Risk of loss of or damage to any consignment of the Products shall pass to the Customer on delivery to the Customer or his authorised representative at the address stated in the Acknowledgement of Order ("the Delivery Address").
- 1.16 The quantity of consignments of the Products recorded by CFL on despatch shall be conclusive evidence of the quantity received by the Customer on delivery unless conclusive evidence proving the contrary is produced.
- 1.17 CFL shall not be liable for non-delivery of the Products unless notice is given to it by the Customer within seven days of the estimated date for delivery.
- 1.18 CFL's liability for non-delivery of the Products shall be limited to replacing the Products if possible within a reasonable time or issuing a credit note against any invoice raised for such Products.
- 1.19 For the avoidance of doubt, CFL does not operate a sale or return policy. The Customer is responsible for the control of stock and stock rotation after acceptance of delivery and for ensuring that any Product that has passed the "sell-by" date marked on it is not sold to consumers.

2. Delivery

- 2.1 CFL shall insure the Products until the point of delivery at the Delivery Address.
- 2.2 CFL shall arrange transportation of the Products to the Delivery Address.
- 2.3 CFL shall pay the cost of transporting the Products to any Delivery Address within the UK where the relevant order is above the minimum order quantity set from time to time by CFL. Transportation of all other orders shall be at the Customer's expense.

3. Payment for the Products

- 3.1 The prices of all Products to be supplied hereunder shall be CFL's list price at date of order (inclusive of packaging costs). Prices are subject to change and the actual price to be paid by the Customer will be the price which is current at the time the Products are invoiced. Any discounts offered by CFL are made at CFL's discretion and will be revoked in the event of any delay in payment.
- 3.2 CFL shall provide a delivery note with each consignment. Where an invoice is not supplied at the time of delivery, it shall be sent by CFL to the Customer within a reasonable period thereafter and shall be paid within 28 days (unless otherwise indicated on the Acknowledgement of Order). Time for payment shall be of the essence.
- 3.3 If the Customer fails to pay the price for the Products within the period specified in CFL's invoice, CFL shall be entitled (without prejudice to any other right or remedy it may have) to:
- (a) cancel or suspend any further delivery to the Customer under any order; and
 - (b) charge the Customer interest on the price at the rate of half a per cent (0.5%) per month or part of a month from the date the payment became due until actual payment is made (irrespective of whether the date of payment is before or after any judgement or award in respect of the same).
- 3.4 All prices for the Products are exclusive of any applicable Value Added Tax or any other taxes or duties for which the Customer shall be additionally liable.
- 3.5 All payments shall be made by the Customer to CFL [by the method indicated on the written Acknowledgement of Order] in pounds sterling (or such other currency as may be indicated on the written Acknowledgement of Order),
- 3.6 No receipt or confirmation of payment shall be sent by CFL to the Customer unless specifically requested by the Customer in writing.

3.7 The Customer shall make all payments due to CFL in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by CFL to the Customer.

4. Defective Products

4.1 The Customer must inspect the Products following delivery and CFL will not be liable for any alleged shortages or Products which are not of satisfactory quality unless the Customer gives written notice of the defect or shortage within three (3) working days of delivery and CFL is given a reasonable opportunity to examine such Products.

4.2 CFL shall not be liable for defective Products if:

- (a) The Customer makes any further use of such Products after giving notice; or
- (b) the defect arises owing to the Customer's failure to follow oral or written instructions as to the storage, installation, commissioning use or maintenance of the Products or (if there are none) good trade practice; or
- (c) The Customer altered, tampered with or repackaged such Products without CFL's written consent.

4.3 Subject to Clause 4.2 and 5.3, CFL's liability (if any) for defective Products or shortages is limited to replacing the damaged or missing Products or (at CFL's election) providing a refund (where payment has been received).

5. Warranties and Liability

5.1 Subject as herein provided CFL warrants to the Customer that all Products supplied hereunder will be of satisfactory quality.

5.2 In the event of any breach of CFL's warranty in Clause 5.1 (whether by reason of defective materials, production faults or otherwise) CFL's liability shall be limited to:

(a) replacement of the Products in question; or

(b) at CFL's option repayment of the price (where this has been paid).

5.3 Notwithstanding anything contrary in these Supply Terms CFL shall not, except in respect of death or personal injury caused by the negligence of CFL, be liable to the Customer by reason of any representation or implied warranty, condition or other term or any duty at common law, or for any consequential loss or damage (whether of loss of profit or otherwise and whether occasioned by the negligence of CFL or its employees or agents or otherwise) arising out of or in connection with any act or omission of CFL relating to the manufacture or supply of the Products, their resale by the Customer, or their use by any customer.

6. Force Majeure

6.1 For the purposes of this Clause 6, "Force Majeure" shall mean any cause or circumstance whatsoever beyond the reasonable control of the parties including but not limited to any act of God, explosion, fire, accident, lightning, tempest, flood, fog or bad weather, outbreak of war, hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority (including refusal or revocation of any licence or consent), power failure, failure of telecommunications lines, failure or breakdown of plant, machinery or vehicles, default of suppliers or sub-contractors, theft, malicious damage, strike, lock-out or industrial action of any kind.

6.2 If either party is affected by Force Majeure it shall forthwith notify the other party of the nature and extent thereof. Neither party shall be deemed to be in breach of these Supply Terms or otherwise be liable to the other by reason of any delay in performance or non performance of any of its obligations hereunder to the extent that such delay or non performance is due to any Force Majeure of which is has

notified the other party, and the time for performance of that obligation shall be extended accordingly.

- 6.3 If the Force Majeure in question prevails for a continuous period in excess of six (6) months the parties shall enter into bona fide discussions with a view to alleviating its effects of to agreeing upon such alternative arrangements as may be fair and reasonable.

7. Nature of Supply Terms

- 7.1 Neither party may assign these Supply Terms or the rights and obligations hereunder without the consent in writing of the other party.

- 7.2 Nothing in these Supply Terms shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the parties.

- 7.3 These Supply Terms contain the entire agreement between the parties with respect to the subject matter hereof, supersede all previous agreements and understanding between the parties with respect thereto, and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

- 7.4 Each party acknowledges that, in entering into these Supply Terms, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided herein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

- 7.5 If any provision of these Supply Terms is held by any Court or other competent authority to be void or unenforceable in whole or part, these Supply Terms shall continue to be valid as to the provisions hereof and the remainder of the affected provision.

8. Proper Law

8.1 These Supply Terms shall be governed by and construed in all respects in accordance with the laws of England and Wales, and each party hereby submits to the exclusive jurisdiction of the English courts.

9. Notices and Service

9.1 Any notice or other information required under these Supply Terms to be given by either party to the other party may be given (unless otherwise prescribed by these Supply Terms) by hand or sent (by first class prepaid post, fax transmission or other means of electronic communication) to the other party at:

- (a) in the case of notices or other information to be given by the Customer to CFL, [Imperial House, 15-19 Kingsway, London,, WC2B 6UN] or such other address or number as CFL may notify to the Customer in writing from time to time;
- (b) In the case of notices or other information to be given by CFL to the Customer, the address or number notified to CFL for such purpose by the Customer from time to time. .

9.2 Any notice or other information given by post pursuant to Clause 9.1 which is not returned to the sender as undelivered shall be deemed to have been given on the second day after the envelope containing the same was posted; and proof that the envelope containing any such notice or information was properly addressed, prepaid, registered and posted and that it has not been so returned to the sender shall be sufficient evidence that such notice or information has been duly given.

9.3 Any notice or other information sent by fax transmission or other means of electronic communication shall be deemed to have been given when despatched, and proof that such communication was duly dispatched and an appropriate answerback or transmission activity report received by the sender shall be sufficient evidence that such notice or information has been duly given.