

## General Conditions of Sale

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This Agreement will be in accordance with English law. It applies to all sales made by Walter Brown & Son Ltd., Company Number 00381511, registered in England (the 'Seller'). The placing of an order, and/or the arranging of a delivery or call-off, and/or the acceptance of the goods by another Party (the 'Buyer'), and/or the payment for said goods shall include acceptance of the following terms and conditions:

#### Price

Goods will be invoiced at the price ruling at the date of despatch. Value Added Tax & duties, where applicable, will be added at the time of invoicing.

#### Quantity

The quantity of goods required must be specified by the Buyer on each order. Where practicable, the Seller will notify the Buyer if an order cannot be accepted or fulfilled. Where an agreement exists between the Buyer and the Seller to supply goods to a certain location over a period of time, it is assumed that the quantities to be ordered will be pro-rated in equal measure, per month, over the time period of the agreement. The Seller reserves the right to refuse orders of more than the pro-rated volume in a particular month, unless previously agreed in writing between the Seller and the Buyer.

#### Payment

Payment is due 30 days nett monthly unless agreed separately in writing between the Seller and the Buyer.

#### Risk & Property

All goods under this agreement remain the property of the Seller until paid for in full. Notwithstanding delivery and solely for the purposes of securing payment of all outstanding invoices due to the Seller by the Buyer in the event of the Buyer entering into liquidation, having a winding-up order made against it or having appointed a receiver of its assets, income, or any part thereof, the goods sold hereunder shall remain the property of the Seller until payment of all amounts invoiced by the Seller to the Buyer. The Buyer agrees to store all such goods and products in a way that they

are readily identifiable as the property of the Seller. In the circumstances defined in this condition, the Seller shall be entitled immediately after giving notice of its intention to repossess, to enter upon the premise of the Buyer with such transport as may be necessary and repossess any goods or products to which it has title hereunder. Nothing in this condition shall confer any right upon the Buyer to return the goods sold hereunder or to refuse or delay payment thereof, unless otherwise agreed.

#### Deliveries

The Buyer must specify to the Seller the required delivery location and date on each order. Any quality control checks performed by the Buyer should be completed as soon as practically possible after delivery. All claims for shortages or damages must be made within 3 days of delivery and confirmed in writing within 7 days.

#### Specification

The Seller will ensure that the agreed specification of the products supplied is in accordance with the product ordered. The most recent specification issued by the Seller supersedes all previous Seller and Buyer specifications unless otherwise agreed between the parties in writing. Quality control checks should be completed at the time of unloading.

#### Warranties & Liability

The Seller warrants to the Buyer that all Goods which are food products comply with the UK Food Safety Act 1990 (as amended). Subject as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. The Seller shall not be liable to the Buyer for loss of profit or for any indirect, special or consequential loss and/or expenses which arise out of or in connection with the supply of the goods (including any delay in supplying or failure to supply) or their use or resale by the customer. In any event, the entire liability of the Seller under or in connection with the agreement shall not exceed the value of £10 (GBP). Nothing in the Agreement is intended to, or shall operate to, create a partnership

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between the Buyer and the Seller, or to authorise the Buyer to act as agent for the Seller, or to impart authority to act in the name of, or on behalf of, or otherwise to bind the Seller in any way. Neither the Seller nor the Buyer shall acquire any intellectual property rights in anything disclosed to it by the other party and warrants that all such IP rights are, and shall remain, the property of the disclosing party.

### Force Majeure

Either Party shall be excused from performance of any agreement and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Force Majeure Event.

For the purpose of this Agreement, a 'Force Majeure Event' means any circumstance not within the reasonable control of the Party affected, but only if such circumstance materially and adversely affects the ability of the Party to perform its obligations under this Agreement, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof.

Force Majeure Events shall include, but not be limited to: fire, extreme weather or environmental conditions, unanticipated geological or ground conditions, epidemic, famine, harvest failure, plague or other natural calamities and acts of God; explosion, accident, breakage of a plant or equipment, structural collapse, or chemical contamination; acts of war (whether declared or undeclared), invasion, acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage.

### Economic Hardship

Where the Seller determines that:

a) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into

account at the time of the conclusion of the contract; and that

b) it could not reasonably have avoided or overcome the event or its consequences, the parties are bound, within 4 weeks of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.

Where (a) & (b) apply, but where the parties have been unable to agree alternative contractual terms as provided in that paragraph, the party invoking this Clause is entitled to terminate the contract, but cannot request adaptation by a judge or arbitrator without the agreement of the other party.

### Anti – Bribery

The Buyer and/or his agent agrees to comply with the UK Bribery Act 2010 (and any other relevant legislation that may be in force at the time of each order) in respect of their obligations to prohibit bribery and corruption. The Buyer agrees that they will not engage in any acts of bribery and/or corruption on behalf of the Seller as defined under the Act.

### Superiority

For the avoidance of doubt, these terms and conditions override all terms and conditions which the Buyer may at any time attach or seek to apply to the purchase of goods (notwithstanding any contrary terms in the Buyer's terms and conditions). No provision in a Buyer's Contract, Purchase Order, Invoice, General Conditions of Sale or Purchase, or any other document issued by the Buyer which may purport to impose different conditions upon the Seller shall modify or otherwise alter the terms of this Agreement.

The placing of an order, and/or the arranging of a delivery or call-off, and/or the acceptance of these goods, and/or the payment for said goods shall demonstrate agreement to these terms.