

## STANDARD TERMS AND CONDITIONS OF SALE FOR JAMES ROBINSON LIMITED

### 1. DEFINITION

In these Conditions the following words have the following meanings:-

Goods: any goods, materials or services which are the subject of the contract the Buyer: the person, firm or company purchasing the Goods

Seller: James Robinson Limited or such other company as is named in the invoice accompanying the Goods

Contract: any contract between the Seller and the Buyer for the sale and purchase of the Goods

### 2. APPLICATION

2.1 The Contract will be on these terms and conditions to the exclusion of all other terms and conditions (including any terms which the Buyer purports to apply under any purchase order, confirmation or other document).

2.2 Should any part of these Terms and Conditions not apply or be found by any court or tribunal to be wholly or partly illegal, invalid, void, unenforceable or unreasonable, then only the offending part shall be considered severable and the remaining Terms and Conditions shall continue in force.

2.3 These Terms and Conditions shall be governed by and construed in accordance with the law applicable in the country where the Seller is registered.

### 3. QUOTATION AND PURCHASE ORDER

3.1 Any quotation given by the Seller is only an invitation to the Buyer to make an offer and no order placed by the Buyer on the Seller in pursuance of a quotation shall be binding on the Seller unless and until it is accepted by the Seller.

3.2 Purchase orders will only be treated as having been accepted if the acceptance has been confirmed in writing by the Seller or the Goods and Services have been delivered with the tacit approval of the Seller.

### 4. ASSIGNMENT

4.1 The Contract is personal to the Buyer who shall not assign the benefit thereof without the Seller's written consent.

4.2 The Goods to be supplied are for use only by the Buyer in his manufacturing processes and are not for resale without written consent of the Seller.

### 5. PRICES

5.1 Unless otherwise agreed in writing between the parties the prices quoted will be the current Ex-Works prices and are exclusive of VAT, import duties, taxes or levies (as applicable) which will be added to the agreed price at the time of issuing an invoice. No discounts or rebates will apply unless separately agreed with the Buyer in writing. Unless a fixed price contract exists, the Seller reserves the right to vary such price, subject to written notification to the Buyer. The Buyer has the right to cancel the balance of the contract within 10 days of having been notified of the price variation but the Buyer must notify the Seller of his intention.

5.2 Prices will be fixed in the Seller's home currency at the date of the quotation unless otherwise agreed with the Buyer, in which case an agreed currency will apply at the exchange rate ruling at the date of the quotation.

### 6. QUANTITIES

6.1 Unless otherwise agreed in writing the weight of the Goods is the weight ascertained at the Seller's factory and such weight will be accepted by both parties as the correct weight and the Buyer shall be invoiced accordingly.

6.2 The Seller may deliver against any order an excess or deficiency up to ten percent of weight or volume ordered without any liability whatsoever. The Seller may deliver by instalments and each instalment may be deemed as a separate sale.

### 7. IMPORT LICENCES

All import licences are the Buyer's responsibility and the Buyer shall not be discharged from his obligations under this Contract by any partial or total prohibition of imports or by the refusal or non-availability of any import licence or by the imposition of any terms or conditions upon the grant of such licence.

### 8. DELIVERY

8.1 Unless otherwise agreed in writing all Goods will be delivered 'Ex-works'.

8.2 All delivery dates are estimates and not legally binding on the Seller, who will make his best endeavours to deliver on time. If no delivery dates are specified delivery will be within a reasonable time.

8.3 Subject to the other provisions of these Terms and Conditions the Company will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation loss of profits, loss of business, depletion of goodwill and similar), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Seller's negligence).

8.4 Any additional costs incurred for express deliveries undertaken at the request of the Buyer are for the account of the Buyer and will be added to the invoice.

8.5 Delivery will be deemed to have been made when the Goods are placed at the disposal of the Buyer either at the agreed place of delivery or, if no place of delivery has been agreed, the premises of the Seller.

8.6 In the event of non-arrival of the Goods or if the Buyer learns that the Goods are lost or destroyed in transit, the Seller and the carrier must be notified within 10 days of date of invoice or advice note, failing which the Seller shall have no liability whatsoever to the Buyer for such non-delivery and the Buyer shall be liable for the price of the Goods.

### 9. RISK AND OWNERSHIP

9.1 The risk in the Goods shall pass to the Buyer at the point of delivery.

9.2 Notwithstanding delivery, the ownership in the Goods shall remain vested in the Seller until the Buyer has settled all his obligations towards the Seller. In the period from the delivery of the Goods until the payment for the Goods has been received, the Buyer holds the Goods in trust for the Seller and undertakes to store the Goods in such a way as they may be clearly identified as the property of the Seller. The Buyer is entitled to use the Goods in his manufacturing process as long as the Buyer remains in a position to honour his debts.

9.3 Should payment of any invoice become overdue or should the Buyer become insolvent and go into liquidation and have a winding up order made against him or have an administrator or an administrative receiver appointed over his assets, income or any part thereof or enter into an arrangement with his creditors, all sums owed to the Seller shall become immediately due and payable and the Seller shall be entitled to recover the Goods as his property and may enter upon the Buyer's premises for such purpose.

9.4 Where the Goods are sold to a Buyer based in a country where 'the retention of title' laws apply, the Seller will retain ownership of the Goods even if these have been used in the manufacture of another product. Ownership in the new product will be determined relative to the value of the Goods in the new product. Forfeiture or using the manufactured goods as surety can only be undertaken with the written consent of the Seller, subject to the restrictions imposed by local laws.

### 10. WARRANTY AND LIABILITY

10.1 The Seller warrants that the Goods shall comply with the Seller's specification for the Goods. All other warranties or conditions as to quality or description (statutory or otherwise) are excluded except in so far as such exclusion is prevented by law.

10.2 Unless otherwise specified, the Seller does not warrant the fitness of the goods for any particular purpose, even though that purpose is known and no such warranty is to be implied from the name or description under which the Goods are sold, nor from any advice or recommendation given by the Seller, his servants and agents.

10.3 The Buyer is obliged to follow the instruction given to him by the Seller in regard to the use and application of the Goods and handling of packaging. Failure to do so exempts the Seller from all liability however caused.

10.4 The Seller's liability for any loss or damage (other than death or personal injury or fraudulent misrepresentation) arising (whether or not from the Seller's own negligence) directly or indirectly out of the supply or use of the Goods, or of the packages, pallets, or containers by which the goods are delivered shall be limited to the invoice value of the delivery from which the loss or damage arises. The Seller shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

### 11. NOTIFICATION OF DAMAGE OR LOSS

11.1 Goods should be examined and tested by the Buyer on delivery.

11.2 Whether or not any such examination is made, any claim by the Buyer in respect of the Goods must be made in writing within 14 days of delivery and before the Goods are used in the Buyer's manufacturing process. If not so made, the Goods shall be deemed to have been delivered in accordance with the Contract.

11.3 If, within 14 days after delivery, the Seller is notified of a quality problem which is subsequently proven to the Seller's satisfaction, the Seller will at his choice deliver new goods in exchange for the old or give a price reduction in compensation.

11.4 Any claim by the Buyer on account of quality shall be decided by reference to control samples drawn at the time of manufacture and retained in the Seller's laboratories. The results of the examination of such control samples shall be conclusive in all respects in regard to such claim.

### 12. FORCE MAJEURE

The Seller shall not be responsible for or liable in respect of any delay in the execution of the Contract caused by fire, accidents, strikes or lockouts, storm, bad weather, war, Government regulations or interference, shortage of labour, materials, fuel, electricity, gas or transport, breakdown of machinery, defective materials, non-performance by third parties or suppliers, delay by the Buyer in giving instructions or any other cause whatsoever beyond the Seller's control and in the event of any such delay occurring the Seller shall be entitled to cancel or suspend the whole or any part of any delivery, having given due notice in writing to the Buyer.

### 13. PACKAGING

13.1 Bulk tankers which are the property of the Seller and which have been made available to the Buyer for the delivery of the Goods must be returned transport and insurance paid to the Seller's manufacturing plant within 24 hours after delivery has taken place.

13.2 If the Seller's Delivery Note states that the packages in which the Goods are delivered are returnable to the Seller, such packages shall be returned empty by the Buyer to the Seller's address stated on the Delivery Note in good condition, carriage paid, within three months of delivery otherwise such packages will be chargeable at replacement value and no credit will be due on packages for which a charge shall have been made by the Seller. "Packages" shall include minibulks, flexis, crates, boxes or other containers and pallets. Packaging laws applicable in the Seller's country of registration apply.

13.3 The loading or filling of transport equipment and/or packaging which has been made available by the Buyer shall take place at the risk of the Buyer, even if this is carried out by the Seller. The Seller is entitled to refuse to load or to fill packaging or equipment provided by the Buyer, if this does not comply, according to the judgement of the Seller, with the Health and Safety legislation.

### 14. INVOICE SETTLEMENT

14.1 Invoices shall be paid by the end of the month following the month in which the Seller's invoice is dated as having been issued, except as otherwise agreed in writing.

14.2 Invoices which are due must be paid in full without any deduction.

14.3 Where any sum owed by the Buyer to the Seller is overdue, or if at any time the credit standing of the Buyer has in the opinion of the Seller been impaired for whatever reason, the Seller may at his own absolute discretion demand payment of all outstanding balances whether due or not and cancel or suspend all outstanding orders and decline to make further deliveries except upon receipt of cash or satisfactory security. The setting off or withholding of payment by the Buyer in respect of any claim shall not be allowed unless expressly agreed by the Seller in writing.

14.4 The Seller reserves the right to charge interest on any invoice not paid on due date, at the rate of [?] per cent per annum over the Central European Bank rate accruing on a daily basis from the date on which payment is due until actual payment whether before or after any judgement. The Seller reserves the right to claim from the Buyer all costs associated with the recovery of the debt. The Seller also reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

### 15. PATENTS AND TRADE MARKS

15.1 Recipes and formulae given by the Seller to the Buyer for use in his manufacturing process remain in the ownership of the Seller and may not be given to a third party without the Seller's written authority.

15.2 Goods which are sold under the registered trade marks of the Seller or any of its associated companies may only be marketed or sold by the Buyer under these trade marks with the written consent of the Seller.

15.3 No warranty or representation is given by the Seller that the Goods do not infringe any letters, patent, trade marks, registered design or other industrial rights.