

Ingredients UK Limited

General Terms and Conditions of Sale and Delivery

1. General scope/customer's deviating terms and conditions

- 1.1 These General Terms and Conditions of Sale and Delivery (hereinafter GTC) shall apply to companies (hereinafter customer) i.e. natural persons or legal entities that purchase the goods or service for commercial or professional use.
- 1.2 The GTC set forth below shall apply exclusively to our business relations with our customers, also with respect to information and consultancy. Where our GTC are implemented in a business transaction with a customer, they shall also apply to all further business transactions between the customer and us unless otherwise agreed in writing. Deviating customer's terms and conditions shall only apply if expressly acknowledged by us in writing. Our silence regarding such differing terms and conditions of the customer shall not be deemed in particular to be acknowledgement or consent, and this shall also apply to future contracts.
- 1.3 Our GTC shall apply in place of any conditions of purchase of the customer, also where such conditions of purchase stipulate that our acceptance of an order is deemed to be the unconditional acknowledgement of the conditions of purchase unless we have otherwise agreed in writing. By accepting our order confirmation, the customer expressly acknowledges that it waives any objection derived from the conditions of purchase.
- 1.4 If general agreements are concluded by the parties, they shall take precedence. They shall be supplemented by these General Terms and Conditions unless more specific regulations are agreed.
- 1.5. Any prohibition of assignment or limitation of assignment provided for in the customer's general terms and conditions of purchase are herewith contradicted, in particular also if the assignment is dependent on the customer's prior consent.

2. Information/properties of the goods

- 2.1 Information and advice with respect to our goods shall be provided solely on the basis of our experience to date.
- 2.2 Reference to standards, similar technical regulations and technical information, descriptions and illustrations of a good in quotations and brochures and our advertising shall only represent a property of our goods when we have expressly declared the condition to be a "property of the goods"; these are otherwise non-binding general descriptions of performance.
- 2.3 We shall only be deemed to have given a warranty if we have indicated a property or a performance related success as "legally warranted" in writing.
- 2.4 We shall assume no liability for the usability of our products for the customer's intended purpose other than liability prescribed by law unless we have agreed otherwise in writing with the customer.

3. Samples of goods

- 3.1 Properties of our possible sample specimens shall only become an integral part of the contract if expressly agreed in writing.
- 3.2 The customer is not authorised to use and pass on samples. Our samples shall remain our property unless purchase was expressly agreed, and may not be used or made available to third parties without our written consent. All copyrights, design rights and utility model rights to samples or specimens shall remain with the holders of the right despite the samples or specimens being provided to the customer.
- 3.3 The customer shall indemnify us at first request against any claims by third parties which such third parties assert against us due to the samples made available to us by the customer or other manufacturing data and information which have to be adhered to under property rights. The customer alone has the duty before placing an order for verifying, with regard to the samples or other manufacturing data and information, which have to be adhered to under property rights, provided to us, whether third-party property rights exist and/or has the duty to obtain authorisation from the holder to use the required property rights.

4. Conclusion of a contract / scope of delivery / acceptance

- 4.1 Our quotations are subject to change and not binding unless they are explicitly indicated as binding or contain binding promises. They are merely requests to customers to place orders. A contract is created - also in day-to-day business - only when we confirm the customer's order in writing (also by telefax or email). Where delivery is made immediately, our confirmation can be replaced by our invoice.
- 4.2 Our order confirmation shall prevail over the content of the supply contract.
- 4.3 All agreements, collateral agreements, assurances and contract amendments shall only be valid when given in writing. This shall also apply to cancellation of the written form requirement. Verbal collateral agreements shall be void.
- 4.4 In the event of call orders or acceptance delays caused by the customer, we shall be authorised to procure material for the complete order and manufacture the total quantity ordered immediately. After the order is placed, no modification request from the customer can therefore be considered unless this was expressly agreed.
- 4.5 The customer must advise us in writing in due time prior to conclusion of the contract of any special requirements of our goods.
- 4.6 We are only obliged to deliver from our own inventory.
- 4.7 Assumption of a procurement risk does not lie solely in our obligation to deliver an object which is only defined by its type. We only assume a procurement risk in case of a separate written agreement which explicitly states "we shall assume the procurement risk".
- 4.8 If acceptance or shipment of the goods is delayed for a reason for which the customer is responsible, the customer fails to provide a shipping order by the end of

the delivery period, or the customer negligently fails to fulfil its contractual obligation to call up orders, we shall be authorised, after setting an extension of time of 7 days which has expired, at our option to request immediate payment of the purchase price or to rescind the contract or refuse performance and request damages instead of full payment. The time limit must be given in writing but we shall not be required to refer again to our rights under this clause. In the event of our claiming payment of damages, this shall amount to at least 10% of the net delivery price. This shall not affect any right to prove a different amount of damages or that damages are not incurred.

- 4.9 If shipment is delayed at the customer's request or, for reasons for which the customer is responsible, we shall be authorised to store the goods, beginning on expiry of the time limit set in the written notice that the goods are ready for shipment, and to invoice at least 0.5% of the net invoice amount per month or part thereof for costs incurred thereby. This shall not affect the assertion of any further rights. The customer shall have the right to prove that lower costs were incurred.

Furthermore, we shall be authorised, after the time limit expires, to dispose of the contractual goods otherwise, and to deliver to the customer again after a reasonable time limit.

- 4.10 If the order for delivery or call for delivery is delayed by the customer, we shall be authorised to postpone delivery by the same period of time as the customer is behind schedule plus a reasonable scheduling period of 4 working days.

5. Delivery/delivery period/default in delivery

- 5.1 Binding delivery dates and time limits must be agreed upon expressly and in writing. We shall make every endeavour to meet delivery dates and time limits that are not binding or approximate (approx., about etc.).
- 5.2 A commercial transaction for delivery by a fixed date shall only exist if we have expressly confirmed such transaction in writing or the legal requirements for a commercial transaction for delivery by a fixed date exist. The unilateral designation of a delivery as a commercial transaction for delivery by a fixed date by the customer only shall not be sufficient.
- 5.3 Delivery time limits begin with the customer's receipt of our order confirmation but not before all details about the performance of the order are clarified and all other requirements to be fulfilled by the customer are met. This shall also apply to delivery dates. If the customer requests modifications after placing the order, a new delivery period shall begin when we confirm the modification.
- 5.4 Interest of the customer in our performance shall lapse for lack of any other written agreement only if we fail to deliver material parts or deliver with delay.
- 5.5 If we default in delivery, the customer must first set us a reasonable extension of time of 14 days – if not unreasonable in a particular case – to perform the contract. If this elapses in vain, the customer can only assert damage claims for default – for whatever reason – stipulated in clause 5.7 and clause 11.

5.6 We shall not be in default as long as the customer is in default in fulfilling its obligations towards us; this shall also include obligations under other contracts.

5.7 If the customer incurs damage as a result of our delay, the customer shall have the right, to the exclusion of any further claims, to request compensation for default. It shall amount to 0.5 % for each full week of delay but in total to 5 % at most of the net price of the part of the complete delivery which, as a result of the delay, cannot be used in due time or according to the contract. Any further compensation from us for damages due to delay shall be excluded. This shall not apply in the case of any fraudulent or intentional action by us, in the case of damages due to injury to life, limb or health, and in the case of delay where a commercial transaction for delivery by a fixed date (see 5.2) is agreed in a legal sense.

6. Reservation of own delivery/force majeure and other obstructions

6.1 If, despite proper stocking, we do not receive a delivery or service from our contractors for reasons for which we are not responsible, or it is incorrect or not in due time, or cases of force majeure occur, we shall notify our customer of this in writing in due time. In such case, we are authorised to postpone the delivery for the duration of the obstruction, or to withdraw in whole or in part from that part of the contract not yet fulfilled if we have met our foregoing duty to provide information and have not accepted the procurement risk. Cases of force majeure are strikes, lock-outs, official intervention, power shortages and shortages of raw materials, transport bottlenecks through no fault of our own, company obstructions not due to us e.g. fire, water and damage to machinery and any other obstructions that considered objectively were not caused by our negligence.

6.2 If a delivery date or delivery period is agreed with binding force and the agreed delivery date or the agreed delivery period is exceeded due to events in 6.1., the customer shall be authorised after a reasonable extension of time has elapsed without result to rescind that part of the contract not yet fulfilled, if the customer cannot be objectively expected to adhere further to the contract. The customer shall have no further claims, especially damage claims, in this case.

6.3 The above provision according to clause 6.2 shall apply accordingly if a customary delivery period was exceeded for the reasons stated in clause 6.1, also without contractual agreement of a fixed delivery date.

7. Shipment/passing of risk

7.1 Unless otherwise agreed in writing, delivery shall be made according to the clauses of the INCOTERMS which are agreed in each case.

7.2 If shipment is delayed because we assert our right of retention due to the customer's default in payment in whole or in part or due to another reason for which the customer is responsible, the risk shall pass to the customer at the latest as of the date the goods are notified as ready for delivery.

8. Notice of defects/breach of duty/warranty

- 8.1 The customer must give notice of any recognisable defects immediately but at the latest 12 days after collection in case of delivery from our warehouse or after our delivery. Notice of hidden defects must be given immediately after they are recognised but at the latest within the limitation period specified in 8.6. Failure to give notice of defects in due time shall exclude any claim by the customer for breach of duty due to defective service. This shall not apply in the case of a fraudulent or intentional act by us.
- 8.2 The transport operator must also be notified by the customer of any defects recognisable on delivery and recording of the defects must be arranged by the transport operator. Notices of defects must include a detailed description of the defect A notice of defects that fails to comply with requirements of time shall also exclude any warranty claim by the customer. This shall not apply in the case of a fraudulent or intentional act by us, in the event of injury to life, limb or health.
- 8.3 When handling, processing, combining or mixing with other goods begins, the goods delivered where defects are recognised shall be deemed to be approved by the customer according to the contract. This shall also apply if the goods delivered are reshipped from their original destination. Before any of the activities described above begin, the customer shall be responsible for clarifying through appropriate checks in terms of scope and method whether the delivered products are suitable for the processing purposes, process purposes and other purposes intended by the customer.
- 8.4 The customer must give notice in writing immediately of any other breach of duty, setting a reasonable time limit for remedy, before the customer asserts any other rights.
- 8.5 Unless breach of duty relates by way of exception to the performance of work by ourselves, the contract may not be rescinded if our breach of duty is immaterial.
- 8.6 We shall provide a warranty for material defects, unless otherwise expressly agreed for a period of one year, calculated from the date the risk passes (cf. clause 7.).
- 8.7 If the customer or a third party rectifies a defect incorrectly, we shall not be liable for the resulting consequences. This shall also apply to any modifications of the delivery item undertaken without our prior consent.
- 8.8 Further claims by the customer for or in connection with defects or consequential damage caused by the defect, for whatever reason, shall exist only subject to the provisions of clause 11 unless these are damage claims resulting from a warranted property or warranty which is intended to cover the customer against the risk of consequential damage caused by the defect. In this case too, however, we shall be liable only for typical and foreseeable damage.
- 8.9 Our warranty and liability arising herefrom shall be excluded if defects and damages connected therewith cannot be proven to be due to defective material, or defective workmanship or defective instructions on use. Warranty and liability arising herefrom shall be excluded in particular with respect to the consequences of incorrect use, excessive use or inappropriate storage conditions, for example, the con-

sequences of chemical, electromagnetic, mechanical or electrolytic influences that do not correspond with expected, average standard influences. This shall not apply in the case of fraudulent or intentional conduct on our part, or injury to life, limb or health.

8.10 Claims based on defects shall not exist in the case of only a minor deviation from the agreed or customary condition or usefulness.

8.11 Material defects and other breach of duty shall only be accepted when given in writing.

9. Prices/payment terms/objection of uncertainty

9.1 All prices are on principle quoted in pounds sterling including packaging, freight and including value added tax at the legally valid rate. Prices and additional charges are determined by our general price list, valid at the time the contract is concluded, unless otherwise agreed.

9.2 Our invoices are payable immediately within 30 days after delivery without any deduction unless otherwise agreed upon in writing.

9.3 The customer shall default in payment, even without a reminder, within 31 days of delivery.

9.4 Once in default, maturity interest of 8% above the respective base rate shall be calculated.

9.5 The date payment is received by us or credited to our account shall be deemed the payment date. We reserve the right to assert damage in excess of this.

9.6 Default in the fulfilment of one claim by the customer shall cause all our other claims from the business relationship to become due immediately. Regardless of any agreements to defer payments or agreements on payment by instalment, in this case all the customer's liabilities due to us shall become due for payment immediately.

9.7 If payment terms are not met or circumstances known or recognisable that in our proper commercial judgement give rise to justified doubt about the customer's creditworthiness, also including such facts that existed when the contract was concluded but which were unknown to us or should have been known to us, we shall be authorised, notwithstanding further statutory rights in such cases, to cease further work on current orders or delivery and to request advance payments or the provision of objectively appropriate securities for deliveries still outstanding and - after expiry of a reasonable period of grace to provide such securities without result - to rescind the contract - irrespective of other statutory rights. The customer shall be obliged to reimburse us for all damages incurred by the non-performance of the contract.

9.8 The customer shall only have a right of retention or right of set off regarding those counter-claims that are not disputed or have been recognised by declaratory judgment.

9.9 The customer can only exercise a right of retention if its counter-claim relates to the same contractual relationship.

10. Retention of title

10.1 We retain title to all equipment and goods we deliver (hereinafter referred to as a whole as “goods subject to retention of title”) until all claims under the business relationship with the customer, including claims arising in the future from contracts concluded at a later date, are paid. This shall also apply to any balance in our favour when any or all claims by us are incorporated in a current invoice (current account) and the balance has been established.

10.2 The customer must insure the goods subject to retention of title adequately, in particular against fire and theft. Claims against the insurance arising from a case of damage relating to the goods subject to retention of title are herewith assigned to us in the value of the goods subject to retention of title.

10.3 The customer is authorised to resell the delivered goods in the normal course of business. The customer is not permitted to make other disposals, especially pledging or granting of equitable lien. If the goods subject to retention of title are not paid for immediately by third party buyers when resold, the customer shall be obliged to resell under retention of title only.

Authorisation to resell the goods subject to retention of title shall not apply a priori if the customer suspends payment or defaults in payment to us.

10.4 The customer herewith assigns to us all claims including securities and ancillary rights that accrue to it against the end user or third parties with or in connection with the resale of goods subject to retention of title. The customer may not reach an agreement with its buyers that excludes or impairs our rights in any way or nullifies the claim's assignment in advance. When the goods subject to retention of title are sold with other items, the claim against third party buyers amounting to the purchase price agreed between us and the customer shall be deemed assigned unless the amounts applicable to the individual goods can be determined from the invoice.

10.5 The customer shall be entitled to collect a claim assigned to us until revoked by us, this revocation being admissible at any time. At our request, the customer is obliged to forward to us information and documents required to collect assigned claims, and unless we do so ourselves, notify its buyers immediately of the assignment.

10.6 If the customer incorporates claims from the resale of goods subject to retention of title in a current account relationship with its buyers, the customer shall herewith assign to us any recognised closing balance in its favour in the amount which corresponds to the total amount of the claim from the resale of our goods subject to retention of title, such claim being transferred to the current account relationship.

10.7 The customer must notify us immediately if the customer has already assigned claims from the resale of goods delivered or to be delivered by us to third parties,

especially due to real or unreal factoring, or made other agreements which can impair our current or future security interests according to clause 10.

In the case of unreal factoring, we shall be authorised to rescind the contract and request the goods already delivered to be handed over; this shall also apply to real factoring if, according to the contract with the factor, the customer is not free to dispose of the purchase price of the claim.

- 10.8 In the event of conduct in breach of the contract, especially in the case of default in payment, we shall be authorised - without first having to rescind the contract - to take back all goods subject to retention of title. The customer shall be obliged in this case to hand over the goods subject to retention of title immediately unless it is responsible for a minor breach of duty only. We may at any time during normal business hours enter the customer's business premises to determine the stock of the goods we delivered. Taking back the goods subject to retention of title shall only involve rescinding the contract if we expressly state this in writing or this is expressly prescribed by obligatory statutory provisions. The customer must notify us immediately in writing of any third-party access to goods subject to retention of title or any claim assigned to us.
- 10.9 If the value of securities existing for us according to the foregoing provisions exceeds the secured claims as a whole by more than 10%, we shall be obliged at the customer's request to release securities at our option.
- 10.10 We handle and process the goods subject to retention of title as manufacturers without any obligation. If the goods subject to retention of title are processed or connected inseparably with other items that do not belong to us, we shall acquire co-ownership in the new article in the ratio of the invoice value for our goods to the invoice values for the other processed or connected items. If our goods are connected with other movable items into a uniform article that is deemed the principal article, the customer shall herewith already assign co-ownership thereof to us in the same ratio. The customer shall maintain ownership or co-ownership free of charge on our behalf. Rights of co-ownership accordingly arising shall be deemed goods subject to retention of title. The customer shall be obliged at any time at our request to provide us with the information required to follow up our ownership or co-ownership rights.

11. Liability/exclusion and limitation of liability

- 11.1 We shall be liable according to statutory provisions for our own intentional or grossly negligent breach of duty and intentional or grossly negligent breach of duty by our legal representatives or vicarious agents. Our liability and that of our legal representatives and vicarious agents for slight negligence shall therefore be excluded except in the following cases:
- (a) material breach of contractual obligations;
 - (b) if, in the event of breach of other obligations, it is no longer reasonable to expect the customer to accept performance;
 - (c) in the event of injury to life, limb and health;

- (d) where we have assumed a warranty for the workmanship of our goods or the existence of successful performance, or a procurement risk;
- (e) malice;
- (f) initial impossibility;
- (g) for claims under the Consumer Protection Act 1987
- (h) other cases of liability prescribed by law.

“Material contractual obligations” are obligations that protect the legal positions of the customer which are material to the contract and which have to be granted to the customer under the contract in terms of subject matter and purpose; material contractual obligations are also obligations whose fulfilment makes the due performance of the contract possible in the first place, where the customer regularly relies on and may rely on compliance with such obligations.

- 11.2 We shall be liable only for typical, foreseeable damage unless we are reproached for intentional breach of duty or a case of injury to life, limb or health or other cases of liability prescribed by law.
- 11.3 Liability for indirect damages and consequential damage caused by a defect shall be excluded unless we have violated a material contractual obligation or we, our managers or vicarious agents are reproached for intentional or grossly negligent breach of duty or in the event of injury to life, limb and health.
- 11.4 Liability for damage other than the liability stipulated in the above paragraphs shall be excluded without regard for the legal nature of the asserted claim. This shall apply in particular to damage claims arising from negligence when concluding a contract due to other breach of duty or due to fraudulent claims for property damages
- 11.5 Our liability shall be limited in total to a maximum amount of liability of Pounds Sterling 70,000.00 for each claim except in the case of a guarantee being called upon, the assumption of a procurement risk, fraudulent intent, intent, and injury to life, limb or health and other differing liability amounts prescribed by law. Any further liability shall be excluded.
- 11.6 Exclusion resp. limitation of liability according to the foregoing clauses 11.1. to 11.5. shall apply to the same extent for the benefit of executive and non-executive employees and other vicarious agents as well as our sub-contractors.
- 11.7 Claims by the customer for damage from the contractual relationship may only be asserted within a preclusion period of one year as of commencement of the statutory limitation period. This shall not apply if we are culpable of malice, gross negligence or intent and in the case of a claim arising from tort. This shall not affect the limitation period in the case of recourse due to delivery

11.8 There is no connection between the reversal of the burden of proof and the foregoing stipulations.

12. Place of performance/legal venue/applicable law

12.1 Place of performance for all contractual obligations is United Kingdom except where an obligation to be performed at a creditor's place of business is assumed.

12.2 Sole legal venue for any disputes is - as far as admissible by law – United Kingdom. We shall also have the right, however, to bring an action against the customer at its general legal venue.

13.3 The Law of the United Kingdom shall exclusively apply to all legal relations between the customer and us but the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

13. Institution of insolvency proceedings, suspension of payments

13.1 An application to institute insolvency or bankruptcy proceedings by the customer or the customer's suspension of payments due to rights of retention or other rights shall entitle us to rescind the contract at any time or make delivery of the goods dependent on the prior fulfilment of the payment obligation. If the goods were already delivered, the purchase price shall be due immediately in such cases. We shall also be entitled to reclaim the goods in the above-mentioned cases and to retain them until the purchase price is paid in full.

13.2 If the customer ceases to make payments, or files an insolvency petition, the customer shall no longer be authorised to sell, process, combine or mix goods subject to retention of title (see clause 10.1). In such case, the customer must immediately store and label the goods subject to retention of title separately, and amounts, to which we are entitled from assigned claims for goods delivered and which the customer receives, must be held in trust for us.

14. INCOTERMS

If our order confirmation includes a clause stipulated in the INCOTERMS (e.g. freight paid ex works etc.), the INCOTERMS as last amended shall apply to the respective clause unless otherwise stated in our order confirmation.

Note:

According to the provisions of the Data Protection Act 1998, we draw attention to the fact that we operate EDP equipment, and that we also in this respect store data received as a result of the business relationship with the customer.

Hampshire 13/6/13