

LDH (La Doria) LIMITED CONDITIONS OF SALE

In these Conditions, unless inconsistent with the context or otherwise specified:

1.1 the following expressions have the following meanings:

"Business Day": a day other than a Saturday, Sunday or public holiday in England where the banks in London are open for business.

"Buyer": a customer who submits a Purchase Order for the sale of the Goods, whose Purchase Order is accepted by Seller.

"Conditions": the terms and conditions of sale set out in this document and (unless the content otherwise requires) includes any special terms and conditions agreed in writing between Buyer and Seller including GSCOP.

"Contract": a contract for the purchase and sale of Goods concluded pursuant to clause 3.1.

"Goods": the products (including any instalment of them) which Seller agrees to supply in accordance with and subject to these Conditions.

"GSCOP": The Groceries Supply Code of Practice as established by the Groceries (Supply Chain Market Practices) Market Investigation Order 2009 (the Groceries Supply Order) as amended from time to time.

"Incoterms" the international trade terms (Incoterms) published by the International Chamber of Commerce (as amended from time to time).

"Purchase Order" has the meaning set out in clause 3.1.

"Seller": LDH (La Doria) Ltd of LDH House, Parsons Green, St Ives, Cambridgeshire PE27 4AA.

1.2 clause headings are included for convenience only and shall not affect their interpretation.

1.3 references to all or any part of any statute or statutory instrument include any statutory amendment, modification or re-enactment in force from time to time and references to any statute include any statutory instrument or regulation made under it.

2. Application of Terms

2.1 These standard Conditions for the sale of Goods shall apply to and govern all Contracts for the supply by Seller to any Buyer of the Goods agreed in the Contract to be supplied by Seller to Buyer (including part or parts of them) and shall prevail over and supersede any terms or clauses contained or referred to in correspondence or in any quotation, acknowledgement or other document of Buyer.

2.2 Subject to any variation under clause 3.2 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.3 No terms or conditions endorsed on, delivered with or contained in Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.4 The Contract incorporates all of the provisions and terms of GSCOP. If Buyer is a retailer to whom GSCOP applies, Buyer shall comply with all of the duties and restrictions set out in GSCOP.

2.5 These Conditions apply to all the Seller's sales.

3 Basis of the Sale

3.1 Seller shall sell and Buyer shall purchase the Goods in accordance with any agreed sales order, purchaser order or other request for Goods (each a **"Purchase Order"**) accepted by Seller, which shall at all times be subject to

these Conditions and shall govern the Contract to the exclusion of any other terms and conditions and Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Seller not set out in the Contract.

3.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of Buyer and Seller, save that Seller may update these Conditions from time to time and at such times, which terms shall be made available to Buyer and shall be binding on Buyer and Seller.

3.3 Any error or omission in any sales literature, quotation, price list or other document or information previously issued by Seller (and whether committed physically or in electronic form) shall be subject to correction without liability on part of Seller.

4. Orders and Specifications

4.1 No Purchase Order submitted by Buyer shall be deemed to be accepted by Seller unless and until confirmed in writing by Seller's authorised representative.

4.2 Buyer shall be responsible to Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by Buyer, and for giving Seller any necessary information relating to the Goods within a sufficient time to enable Seller to perform the Contract in accordance with its terms.

4.3 The quantity, description of and any specification for the Goods shall be those set out in Buyer's order or otherwise agreed by Buyer and Seller in writing.

4.4 If the Goods are to be manufactured or any process is to be applied to the Goods by Seller in accordance with a specification submitted by Buyer, Buyer shall indemnify Seller against all claims, losses, damages, costs liabilities, fees and expenses awarded against or incurred by Seller (including any legal costs) in connection with or paid or agreed to be paid by Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from Seller's use of Buyer's specification.

4.5 Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to Seller's specification, which do not materially affect their quality or performance.

4.6 No order which has been accepted by Seller may be cancelled by Buyer except with the written agreement of Seller and on terms that Buyer shall indemnify Seller in full against all loss (including loss of profit), costs including the cost of all labour and materials used), damages, charges, liabilities, fees and expenses incurred by Seller as a result of cancellation.

5 Price

5.1 Price of the Goods shall be Seller's quoted price.

5.2 Seller reserves the right, by giving notice to Buyer at any time before delivery, to increase the price of the Goods

to reflect any increase in the cost to Seller which is due to any factor beyond the control of Seller (including without limitation, any foreign exchange fluctuation, alteration of duties, increases in taxes and duties, and increases in labour, materials and other manufacturing costs), increase in the costs of freight, change in delivery dates, or delay caused by any instructions of Buyer or failure of Buyer to give Seller adequate or accurate information or instructions.

5.3 Price is exclusive of any applicable value added tax, which Buyer shall be additionally liable to pay to Seller.

6. Terms of Payment

6.1 Buyer shall pay the price of the Goods at such terms as are agreed in writing between the Buyer and Seller.

Time of payment of the price shall be of the essence.

6.2 If Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Seller, Seller shall be entitled to:

6.2.1 cancel the Contract and suspend any further deliveries to Buyer;

6.2.2 appropriate any payment made by Buyer to such of the Goods (or the goods supplied under any other contract between Buyer and Seller) as Seller thinks fit (notwithstanding any purported appropriation by Buyer); and/or

6.2.3 charge Buyer interest (both before and after any judgment) on the amount unpaid at the rate of 4 per cent per annum above the Bank of England base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

6.3 Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding.

7. Delivery

7.1 If Seller agrees to deliver the Goods to Buyer, the Goods shall be delivered to such place as Buyer has notified

to Seller in writing (whether in the applicable Purchase Order or otherwise). Unless agreed in the applicable Purchase Order, or otherwise agreed between Buyer and Seller in writing, delivery shall be made DAP (as defined in the Incoterms).

7.2 If Goods are delivered at Seller's premises or at a third party location agreed by Buyer and Seller, they shall be sold either EXW or FOB (as applicable and each as defined in the Incoterms) or on such other basis as Buyer and Seller shall agree in the relevant Purchase Order or shall otherwise agree in writing.

7.3 Any dates quoted for delivery of Goods are approximate only and Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by Seller in writing.

7.4 Where Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by Buyer in respect of any one or more instalments shall not entitle Buyer to treat the Contract as a whole as repudiated.

7.5 If Buyer fails to take delivery of the Goods or fails to give Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control then, without prejudice to any other right or remedy available to Seller, Seller may:

7.5.1 store the Goods until actual delivery and charge Buyer for the reasonable costs (including insurance) of storage; or

7.5.2 sell Goods at the best price readily obtainable and (after deducting all reasonable sale storage costs and expenses) account to Buyer for the excess over the price under the Contract or charge Buyer for any shortfall below the price under the Contract.

8. Title and Risk

8.1 Subject to any delivery of Goods pursuant to any Incoterms, or as otherwise agreed by Buyer and Seller, risk of damage to or loss of the Goods shall pass to Buyer:

8.1.1 in the case of Goods to be delivered at Seller's premises, or collected by Buyer or its nominated agent from a third party location agreed by Buyer and Seller, at the time when Seller notifies the Buyer that the Goods are available for collection, or

8.1.2 in the case of Goods to be delivered otherwise than at Seller's premises or from such agreed third party

location, at the time of delivery or, if Buyer wrongfully fails to take delivery of the Goods, the time when Seller has tendered delivery of the Goods;

8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these conditions title and property to the Goods, including full and beneficial ownership, shall not pass to Buyer until Seller receives payment in full (in cash or cleared funds) for the Goods delivered to Buyer under the Contract and all other contracts between Buyer and Seller for which payment of the full price of Goods thereunder has not been fully paid.

8.3 Payment of the full price of Goods (as set out in clause 8.2 above) shall include the amount of interest on other sum payable under the terms of the Contract and all other contracts between Seller and Buyer under which Goods were delivered.

8.4 Until such time as the title and property in the Goods passes to Buyers, Buyer shall hold the Goods as Seller's fiduciary agent and bailee, and shall keep Goods separate from those of Buyer and third parties so that they remain readily identifiable as Sellers property and properly stored, protected and insured for their full price against all risks, but shall be entitled to resell or use the Goods in the ordinary course of its business.

8.5 Until such time as the title and property in the Goods passes to Buyer (and provided the Goods are still in existence and have not been resold), Seller shall be entitled at any time to require the Buyer to deliver up the Goods to Seller at Buyers expense and, if Buyer fails to do so forthwith, to enter upon any premises of Buyer or any third party where the Goods are stored and repossess the Goods.

8.6 Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Seller, but if Buyer does so all moneys owing by Buyer to Seller shall (without prejudice to any other right or remedy of Seller) forthwith become due and payable.

8.7 The rights set out in this clause 8 shall survive termination of the Contract.

9. Warranties

9.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery but Seller shall be under no liability in respect of any defect in the Goods arising from such specification.

9.2 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.3 Any claim by Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by Buyer) be notified to Seller within 7 Business Days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and Buyer does not notify Seller accordingly, Buyer shall be deemed to have accepted Goods and shall not be entitled to reject the Goods and Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

9.4 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to Seller in accordance with the Conditions, Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at Seller's sole discretion, refund to Buyer the price of the Goods (or a proportionate part of the price), but Seller shall have no further liability to Buyer.

9.5 Nothing in these conditions shall be interpreted so as to limit or exclude Seller's liability for death or personal injury caused by Seller's negligence, fraud or fraudulent misrepresentation or any other matter in respect of which it would be unlawful for Seller to limit or exclude liability.

9.6 Seller shall not be liable to Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or for any direct loss of profit, goodwill or business opportunity or similar loss or for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses liabilities, fees or other claims for compensation whatsoever (whether caused by the negligence of Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by Buyer, and the entire liability of Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions.

9.7 Seller shall not be liable to Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Contract, if the delay or failure was due to any cause beyond Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Seller's reasonable control:

9.7.1 Act of God, explosion, flood, tempest, fire or accident;

9.7.2 terrorist attack war or threat of war, sabotage, insurrection, civil disturbance or requisition;

9.7.3 acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

9.7.4 import or export regulations or embargoes;

9.7.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);

9.7.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery, including supplier delay or default;

9.7.7 power failure or breakdown in machinery; or

9.7.8 epidemic or pandemic.

10 Insolvency of Buyer

10.1 If:

10.1.1 Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

10.1.2 Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);

10.1.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of Buyer;

10.1.4 Buyer ceases, or threatens to cease, to carry on business;

10.1.5 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer; or

10.1.6 Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to Buyer and notifies Buyer accordingly, then, without prejudice to any other right or remedy available to Seller, Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11. General

11.1 No waiver by Seller of any breach of the Contract by Buyer shall be considered as a waiver of any subsequent breach of the same or any other provisions.

11.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

11.3 Any notice given to a party under or in connection with this Contract shall be in writing.

11.4 A person who is not a party to these Conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

11.5 The Contract shall be governed by the laws of England, and Buyer agrees to submit to the nonexclusive jurisdiction of the English courts.