

YEARSLEY FOOD LIMITED

Conditions of Business

1. GENERAL

1.1 "The Company" means Yearsley Food Limited

"the Buyer" means the person contracting with the Company for the purchase of Goods.

"Goods" means goods sold by the Company and includes pallets, palletainers, and all other equipment associated with the goods.

1.2 All sales between the Company and the Buyer are subject to these Conditions and the express obligations as set out in the Company's quotation or documentation. In the event of conflict between these Conditions and any conditions introduced by the Buyer, these Conditions and the obligations on the Company contained in any quotation or documentation prepared by the Company shall prevail.

1.3 No person has authority to accept any further liability or make any further promise or representation on the Company's behalf except a director of the Company in writing.

2. PAYMENT

2.1 Payment must be in cash on delivery /collection of the Goods unless credit terms have been agreed in writing by the Company. Credit terms may be varied at any time by the Company. The Company shall be at liberty to issue an invoice in respect of the Goods at any time on or after delivery/collection of the Goods.

2.2 If a credit period has been agreed in writing by the Company, the time in which the Buyer has to pay for the goods is of the essence of the contract.

2.3 If payment of any sum due in respect of the Goods is not made on the due date the Company reserves the right to charge interest at 5 per cent above the base rate of Barclays Bank PLC from time to time calculated on a daily basis from the due date until payment is made in full.

2.4 Value Added Tax will be charged as an addition to all invoices at the prevailing rate for the Goods supplied save in relation to supplies which are exempt supplies.

2.5 RETENTION OF TITLE:

2.5.1 Notwithstanding the passing of risk in the Goods to the Buyer, full ownership (both legal and equitable) in the Goods shall remain with the Company until such time as the Company has received payment (by cleared funds) of the purchase price of the Goods and of all other monies owing by the Buyer to the Company whereupon such title shall pass to the Buyer.

2.5.2 Insofar as the Goods may be delivered to the Buyer prior to the time when title thereto passes to the Buyer as aforesaid, the Buyer shall until such time hold the Goods as the fiduciary bailee of the Company.

2.5.3 The Buyer shall store the Goods separate from any other goods of the Buyer and third parties and shall identify the Goods as the property of the Company. The Buyer shall not remove any identifying marks placed on the Goods by the Company.

2.5.4 Notwithstanding the retention by the Company of legal title to the Goods, the risk in the Goods shall pass to the Buyer on delivery and the Buyer shall insure the same against loss or destruction with a reputable insurer.

2.5.5 The Buyer may exercise its right to sell the Goods as the fiduciary agent of the Company in the usual course of the Buyer's business but such right:

- (i) may be revoked at any time by the Company giving notice to that effect if the Buyer is in default in the payment of any sum whatsoever due to the Company (whether in respect of the Goods or of any other goods supplied at any time by the Company to the Buyer) or if the Company has reasonable doubts as to the solvency of the Buyer; and
- (ii) shall automatically cease if an administrative receiver, receiver, manager or administrator is appointed over the assets or undertaking of the Buyer or any part thereof, or any petition or order in bankruptcy against the Buyer is presented or made, or the Buyer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation while solvent) or calls a meeting of or makes any arrangement or composition with creditors or if execution is levied on any of the Buyer's goods.

Upon determination of the Buyer's rights of sale under paragraph (i) or (ii) above, the Buyer shall place the Goods at the disposal of the Company (who shall be entitled to enter any premises of the Buyer and to remove the Goods from the said premises).

2.6 The Company shall have a general lien on all goods under its control for the payment of all debts due or owing on any account from the Buyer to the Company. If such lien is not satisfied in full after seven days written notice has been given to the Buyer to the Buyer's last known address the Goods or any part of them may be sold to defray the lien and all expenses incurred in retaining the Goods and exercising or enforcing or attempting to exercise or enforce the lien.

2.7 Pallets are exchangeable between the Company and the Buyer on a one for one basis subject to the pallet offered by the Buyer being in good condition. Otherwise, the Buyer shall pay the Company for pallets at the Company's standard rate of charge, the Buyer to receive a refund of this charge for each pallet returned in good condition. Palletainers are charged to the Buyer at the Company's current charge from time to time but such charge will be refunded to the Buyer against return of each palletainer in good condition.

3 SALES ORDERS

3.1 No credit order can be accepted until the Company has confirmed any application for credit made by the Buyer.

3.2 Where instalment delivery has been agreed, each instalment shall be deemed to be a separate contract and no failure of or delay in delivery of

any one instalment or any defect in the Goods shall entitle the Buyer to treat the contract as repudiated with regard to any remaining instalments or shall entitle him to defer payment for any such other instalments.

3.3 The Buyer shall have no right to cancel any order without the Company's prior written consent.

3.4 The Company may suspend or cancel performance or further performance of the contract and/or demand immediate payment for any Goods supplied (whether or not overdue) in the event that:

3.4.1 the Company has reasonable grounds to suspect that the Buyer is or may be unable to pay for the Goods in full:

3.4.2 if payments for any goods supplied by the Company to the Buyer is overdue:

3.4.3 there is any breach of the Company's conditions of business: or
3.4.4 if an administrative receiver, receiver, manager or administrator is appointed over the assets or undertaking of the Buyer or any part thereof, or any petition or order in bankruptcy against the Buyer is presented or made or the Buyer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation while solvent) or calls a meeting of or makes any arrangement or composition with creditors or if execution is levied on any of the Buyer's goods.

3.5 All export orders are ex-works unless the contrary is specified in writing.

4 LIABILITY

4.1 The Buyer must advise the Company, and if the Company arranges delivery the carrier as well, in writing of any loss, shortage or damage to Goods within 72 hours of delivery (or, in the case of non-delivery, within 24 hours of the date when the Goods were due to be delivered) and the Company shall be allowed immediate rights of inspection. Unless the Buyer complies with this condition the Company shall not be responsible for non-delivery shortage or partial loss or damage.

4.2 In supplying Goods:

4.2.1 the Company gives no warranty or representation that the Goods are fit or suitable for any particular purpose unless the same is stated in writing; and

4.2.2 the Buyer does not rely upon the Company's skill or judgement with regard to the Goods and any term, condition, warranty or representation to the contrary, express or implied is excluded.

4.3 All orders are accepted:

4.3.1 subject to supplies being available; and

4.3.2 subject to non-failure of any relevant crop.

If there is a crop failure, or if the relevant crop does not come up to the reasonable expectation of the Company, the Company shall be liable to supply only the same proportion of the Buyer's order as the actual yield bears to the yield reasonably expected by the Company at the time of the order.

4.4 Unless specifically agreed in writing time shall not be of the essence of delivery. The Company accepts no liability for late delivery unless time is of the essence for delivery when the Buyer may refuse to accept delivery but shall otherwise have no claim.

4.5 The Company shall not be liable for failure to deliver Goods caused by any event beyond its reasonable control including, without limitation, fire, floods, Act of God, strike, lock out, governmental act and inclement weather.

4.6 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Company's contract with the Buyer for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the Goods and the entire liability of the Company under or in connection with the company's contract with the Buyer shall not exceed the Company's net invoice price of the Goods. At the Company's discretion the Company's liability as aforesaid may be discharged by the supply of Goods of the same description and quantity as the Goods in respect of which the liability arose or the return of the purchase price (if paid).

4.7 Nothing herein shall be construed as limiting the Company's liability for death or personal injury attributable to the negligence of the Company, its employees or agents.

4.8 The Company shall incur no liability for any fault arising out of defective packaging material supplied by or on behalf of the Buyer. The Buyer shall indemnify the Company against any claim, fine, penalty, liability cost or expense arising from any unlawful, incorrect or misleading statement on any packaging material supplied by or on behalf of the Buyer or from such packaging materials or other items supplied by or on behalf of the Buyer causing damage to any of the Company's goods or equipment or the goods or equipment of any third party.

5 TRANSPORT

5.1 If the Company agrees to deliver the Goods, such delivery will be performed by Lineage UK Transport Limited (an affiliate of Company) under separate terms and conditions with Lineage UK Transport Limited. These separate terms and conditions include the Conditions of Carriage 2009 of the Road Haulage Association Limited (to the extent not inconsistent therewith) and/or the Convention on the Contract for the International Carriage of Goods by Road (if appropriate).

6. GOVERNING LAW

6.1 These conditions and any contract with the Buyer shall be wholly governed by English Law and the English Courts shall have exclusive jurisdiction in the event of any dispute between the Company and the Buyer.