

STANDARD TERMS AND CONDITIONS FOR SALE

The following Terms and Conditions will govern any Contract for the sale of the Product that we enter into with you. Please read these Terms and Conditions carefully. By entering into a Contract with a company of the Viscofan Group, you are acknowledging that you have read and understood these Terms and Conditions, in particular those relating to our warranties, limitation of liabilities and the manner in which we may make changes to these Terms and Conditions.

1. INTERPRETATION: In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings: **"the Contract"** means the contract between the Supplier and the Customer for the supply of the Product subject to the Terms and Conditions; **"Commencement of the Contract"** means the date upon which the earliest of the events recited in clause 3 of the Terms and Conditions occurs; **"the Customer"** means the person or entity who places an order for the Product and whose order is acceptable to the Supplier; **"Parties"** means the parties to the Contract, being the Supplier and Customer; **"the Product"** means collagen/plastic/cellulose/fibrous casings, for use in the production of sausages and meat products primarily, forming the subject matter of the Contract (including any instalment or parts of such Product); **"Quotation"** means any quotation given by the Supplier to the Customer in response to a request for or enquiry about the sale and purchase of the Product; **"the Supplier"** means the company of the Viscofan Group that supplies the Product; **"Terms and Conditions"** means these terms and conditions of sale. Words in the singular include the plural and in the plural include the singular. Headings in these Terms and Conditions do not affect the interpretation of these Terms and Conditions. Any reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any reference to subordinate legislation for the time being in force made under it.

2. QUOTATIONS: All Quotations are given subject to these Terms and Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Customer purports to apply). All Quotations are given for information only and do not constitute an offer by the Supplier to supply the Product referred to in them. For the avoidance of doubt, where the Customer makes an order on the basis of a Quotation from the Supplier, no Contract will come into existence other than in accordance with clause 3 of these Terms and Conditions. All Quotations will remain valid for a period of 30 days, unless earlier withdrawn by the Supplier or otherwise agreed in writing by the Supplier.

3. SUPPLY OF THE PRODUCTS: The Supplier shall supply and the Customer shall purchase the Product as principals only, to the intent and with the effect that no other party shall have the rights or obligations or be entitled to sue, or be liable to be sued, under the Contract. The Supplier shall sell and the Customer shall purchase the Product subject to these Terms and Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Customer purports to apply).

No Contract shall come into existence until the Customer's order (however given) is accepted by the earliest of: a) written confirmation from the Supplier; or b) receipt by the Customer of the Product. The existence of the Contract implies the acceptance by the Customer of the Product specifications as listed in the product data sheet provided by the Supplier or as specifically agreed between the Parties. The Supplier shall not be under any obligation to continue to supply all or any of the Product prior to acceptance of each order, and the Supplier reserves the right in its absolute discretion to refuse to accept any order for the Product.

4. PRICE: All prices quoted and invoiced are inclusive of the cost of packaging in cardboard boxes, carriage, delivery, and insurance of the Product up to the point of delivery according to agreed INCOTERMS, unless otherwise agreed by the Parties in writing. All prices quoted and invoiced are exclusive of Value Added Tax and any other applicable taxes and duties which shall be payable by the Customer. The Supplier may make reasonable additional charges for complying with any special requirements of the Customer. The Supplier reserves the right by giving notice to the Customer at any time before delivery to increase the price of the Product to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (such as, without limitation, any alteration of duties, significant increase in the cost of labour, materials, transport or other costs of manufacture), any change in delivery dates, quantities or specifications requested by the Customer or any delay or expense caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.

5. TERMS OF PAYMENT: Payment for the Product shall be made by way of cheque or direct bank transfer to the Supplier's bank account, details of which will be provided to the Customer. All invoices are payable within 30 days of the date of the invoice in cleared funds and time of payment is of the essence in the Contract. In no circumstances shall a Customer be entitled to make any deduction from the price or withhold payment. The Supplier shall have the right to demand advance payment or to deliver COD (cash on delivery). The Customer shall not be entitled to claim a right of retention against any due payments. If payment is not received within 30 days of the invoice, the Supplier shall be entitled, without prejudice to any other remedy, to: a) cancel the Contract and any other agreement between the Parties; and/or b) suspend delivery under any Contract and any other agreement between the Parties until payment is made. Any invoices outstanding beyond 60 days from the date of such invoice shall be deemed "Overdue". Overdue invoices will incur interest accruing daily at the rate of 4 % per annum per above LIBOR/EURIBOR back dated to 30 days after the date of the invoice.

6. TITLE/RISK: The provisions of this clause shall be severable. If any of these provisions is or becomes invalid, illegal or unenforceable, the other provisions shall not thereby be affected. Risk of damage to or loss of the Product shall pass to the Customer from the time of delivery to the Customer. No legal or equitable title to or interest in the Product shall pass to the Customer until all monies due and owing by the Customer to the Supplier (whether in respect of the Product, under the Contract or otherwise) have been received by the Supplier in cleared funds except in accordance with this clause. The Supplier authorises the Customer to use the Product in the production of sausages or meat products or otherwise, and title to the Product shall pass to the Customer at the point of such use. To such an extent as title of the Product by the Supplier is lost during processing of the Product, the Customer transfers the title of the object resulting from the processing of the Product to secure prospective claims from the Supplier arising from the business relationship. The Supplier hereby accepts such transfer. The Customer shall hold the Product as bailee of the Supplier until title in the Product passes to the Customer in accordance with this clause. The terms of such bailment are that the Customer shall: 1) store the Product separately from all other goods of the Customer or any third party in such a way that it remains readily identifiable as the property of the Supplier and the Supplier may inspect the Customer's premises to check compliance with this provision; 2) maintain the Product in the state in which it was delivered; 3) store the Product following storage instructions from the Supplier; 4) not destroy, deface or obscure any identifying mark or packaging on or relating to the Product; 5) keep the Product insured on the Supplier's behalf for its full invoice price against all risks. The Supplier may enter the premises of the Customer or any third party where the Product or any other goods which the Supplier has supplied to the Customer are stored at any time and recover the Product or any other goods which the Supplier has supplied to the Customer: a) in the event of non-payment of any amounts due to the Customer by their due date (whether Overdue or otherwise); or b) as provided in clause 14 below.

7. ARTWORK: The Customer assumes all liability for infringement of rights in connection with artwork, composition and printing performed by the Supplier. The Customer shall have the Supplier harmless for any costs, damages or expenses that may result thereof.

8. CONFIDENTIALITY: The Customer shall keep strictly confidential all information of the Supplier or of its activity, regardless of whether it is identified as confidential or not, including all information regarding third parties, as well as any other information relating to or belonging to its Subsidiaries and Affiliates, which Customer may have access to as a result of this Contract. The Customer shall not use this information, except as it may be strictly necessary for the compliance of the commitments assumed according to the Contract and/or these Terms and Conditions.

9. DELIVERY: The Supplier will use all reasonable endeavours to deliver the Product within the time stated, however any delivery date or time stated by the Supplier shall be approximate only and time of delivery shall not be of the essence in the Contract. The Supplier will endeavour to give the Customer reasonable notice if it becomes aware that delivery is likely to be delayed. The Supplier shall in no circumstances be liable for any loss or damage arising from delay howsoever caused. Unless otherwise agreed in writing, the Supplier shall arrange for the carriage of the Product and deliver it to the Customer's place of business or such other place nominated by the Customer according to agreed INCOTERMS. Each delivery or consignment shall stand as a separate Contract. The quantity and weight of any consignment of the Product as recorded by the Supplier upon despatch from the Supplier's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer notifies the Supplier in accordance with clause 11. Deviations of 10% whether in default or in excess will constitute fulfilment of an order.

10. CANCELLATIONS AND CHANGES: No request for cancellation of an order, deferment of delivery date, or change in the quantity, design or size of the merchandise will be entertained by the Supplier after an order is in the process of production, which includes the production of printing plates.

11. NOTIFICATION OF DAMAGE, NON-DELIVERY AND DEFECTS: The Customer shall notify the Supplier in writing within 7 days of the date of delivery of any damage to, partial loss or non-delivery of the Product, or in the case of non-delivery within 7 days of the date by which the Product should have been received. The Customer shall notify the Supplier in writing within 14 days of the date of delivery if the Product is defective, or if it is in any way not in accordance with the Contract. The Customer's notification shall be supported by sufficient evidence.

12. RETURNS: Unprinted casings in standard stock sizes in original condition and in unbroken, undamaged cartons with their original labels, with the prior written approval of the Supplier, be returned for credit, less freight charges both ways, and a restocking charge to the Customer's account within 30 days after shipment.

13. LIMITATION OF LIABILITY: The Supplier warrants that Product delivered to Customer shall meet the Supplier's standard specifications for such Product or any special specifications that are specifically agreed upon, in writing, between the Supplier and the Customer. The Supplier makes no other express warranties. No warranties shall be implied either as to merchantability or suitability of the Products for any particular use or purpose, or as to any other matter. The Customer assumes all risks from the use of any Product in the manufacturing or production processes of Customer or in combination with other substances. The Supplier shall not be liable for any incidental or consequential damages. If the Customer establishes to the Supplier's reasonable satisfaction that the Product is not in accordance with the Contract or is defective, the Customer's sole remedy shall be limited at the option of the Supplier either to replacement of the Product or refund of the purchase price upon return of the Product. The Customer shall not be entitled to make any charge for rejection of the Product. Except in the case of death or personal injury caused by the negligence of the Supplier or a fraudulent misrepresentation made by the Supplier, the Supplier's liability for any damages of any kind including without limitation, direct, indirect, incidental, punitive, special and consequential damages (including without limitation loss of profits or loss of revenue) arising out of or in connection with the Product supplied, will be limited in aggregate to the amount equivalent to the price of the Customer's latest order and accepted by the Supplier under the Contract.

14. TERMINATION BY THE SUPPLIER: Without prejudice to any other rights to which it may be entitled, the Supplier shall have the right to determine or suspend performance under the Contract with immediate effect and to enter the premises of the Customer or any third party where the Product is stored and repossess the Product to the extent that monies are owing to Supplier if: a) the Customer is in default or commits a breach of the Contract or these Terms and Conditions; or b) an order is made or a resolution is passed for the winding up of the Customer or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the Customer; or c) an order is made for the appointment of an administrator to manage the affairs, business and property of the Customer or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder; or d) a receiver is appointed of any of the Customer's assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Customer or if any other person takes possession of or sells the Customer's assets; or the Customer makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or e) the Customer ceases to trade; or f) there is a change of control of the Customer. If, in any of the circumstances set out in this clause, Product has been delivered to the Customer but has not been paid for, the price shall become immediately due and payable notwithstanding any previous arrangement to the contrary.

15. TERMINATION BY THE CUSTOMER: Where the Supplier holds stock in order to provide quantities of Product expected to be ordered by the Customer in order to fulfil the Customer's requirements, the Supplier may charge the Customer on termination an additional sum equal to the value of its purchases in the previous three-month period unless the Customer has given to the Supplier 3 (three) months' written notice of termination.

16. FORCE MAJEURE: If either Party is prevented, hindered or delayed in performing any of its obligations under this Agreement, other than payment of sums properly due, by reason of a Force Majeure Event, it shall forthwith and in any event within 7 days give written notice to the other Party declaring the extent of the Force Majeure Event, the date of its commencement and the effects of the Force Majeure Event on its ability to perform its obligations under the Contract. Subject to service of such notice and having taken all reasonable steps to avoid such prevention or delay, the obligations of the Party affected by the Force Majeure Event shall be suspended for as long as the circumstances may continue and until such time after they cease as is necessary for that Party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations. The Party affected by a Force Majeure Event shall use every reasonable effort to minimise the effects thereof and shall resume performance as soon as possible. If either Party is prevented from performance of its obligations for a continuous period in excess of sixty (60) days from the date of giving notice of the Force Majeure Event, the other Party may terminate this agreement forthwith by written notice, whereupon: 1) all sums due to the Supplier from the Customer in respect of the Product, under the Contract or otherwise shall become immediately payable; and 2) the Supplier's liability shall be limited to repayment of any sums paid in respect of undelivered Product. For the purposes of this Agreement, "Force Majeure Event" means any event beyond the reasonable control of a Party including without limitation acts of God, war, riot, civil commotion, acts of terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, restraints or delays affecting carriers, breakdown of plant or machinery, default of suppliers or sub-contractors, and delays in obtaining supplies of adequate or suitable materials.

17. NOTICES: Unless otherwise agreed, all notices which are required to be given hereunder shall be in writing and shall be delivered by hand or sent by first class post:

in the case of notices to the Supplier, to its registered office or such other address as shall be notified to the Customer by the Supplier.

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18. GENERAL: If any of these Terms and Conditions is deemed unlawful, void or for any reason unenforceable, then that term or condition shall be deemed severable from these Terms and Conditions and will not affect the validity and enforceability of any remaining Terms and Conditions. Failure by the Supplier to enforce any of these Terms and Conditions will not constitute a waiver of its rights to subsequently enforce such or any other of the Terms and Conditions. Neither Party shall assign or otherwise transfer the Contract or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other. A person who is not a Party to the Contract has no rights to enforce any part of the Contract.

19. LANGUAGE: The language of these Terms and Conditions, as well as any Contract for the sale of the Product that we enter with you shall be English, which shall prevail over any other languages the Parties may use for their communication.

20. JURISDICTION: The Contract shall be governed by and construed in accordance with the laws of the country of the Supplier and shall be subject to the jurisdiction of the Courts of the legal domicile of the Supplier.

21. VARIATION: Any typographical, clerical or other error or omission in any brochure, sales literature, quotation, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction at any time without any liability on the part of the Supplier. No officer, servant or agent of the Supplier has authority to vary this Contract except with the express written consent of the Supplier, and the Customer acknowledges that it does not rely on any such representations which are not so confirmed.

22. PERSONAL DATA: Personal data provided by the Customer shall be processed by the Supplier exclusively for the purpose of managing the commercial relationship between the Parties. The protection of the privacy and security of any personal data in the custody and control of the Supplier is guaranteed by the implementation of technical and organizational measures. If the Customer is located in the European Economic Area (EEA), it has the rights of Access, Rectification, Opposition, Suppression, Portability and Limitation that can be exercised by emailing to dataprot@viscofan.com. The Supplier may transfer personal data to jurisdictions as necessary for the purpose of keeping the personal data in corporate servers which are hosted in Europe.