

LOS COE CHILLED FOODS LIMITED
KEY TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS

The following terms are incorporated into all supply contracts (**Contract**) between Loscoe Chilled Foods Limited (**LCF**) and its Suppliers, to the exclusion of the Supplier's terms and where there is any conflict between these terms and any terms the Supplier purports to apply, these terms shall take precedence.

1 Order

- 1.1 An order placed by LCF (whether in writing or by telephone) shall constitute an offer by LCF to purchase the products (**Order**).
- 1.2 The Order shall be deemed to be accepted on the earlier of the Supplier issuing LCF with a written or verbal acceptance of the Order; and the Supplier doing any act consistent with fulfilling the Order.
- 1.3 In the event that there are any issues with an Order, the Supplier shall promptly contact LCF to discuss and where possible, resolve the issues. For the avoidance of doubt, where an issue is raised with an Order, the Order shall not be deemed as accepted by the Supplier, until such issue has been resolved between LCF and the Supplier.

2 Products

- 2.1 The Supplier warrants that the products shall:
 - (a) correspond with their description and any applicable specification;
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose made known to the Supplier by LCF expressly or by implication; and in this respect, LCF shall rely on the Supplier's skill and judgement; and
 - (c) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the products.
- 2.2 LCF may inspect and tests the products at any time before and/or after delivery. The Supplier shall remain fully responsible for the products despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligation under the Contract.
- 2.3 If following such inspections or testing, LCF considers that the products do not conform or are unlikely to comply with the Supplier's warranties under clause 2.1 above, LCF shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. For the avoidance of doubt, LCF shall be entitled to reject an Order (in whole or in part) where the product(s) do not comply with the warranties under clause 2.1.
- 2.4 The Supplier shall manufacture, pack and supply the products in accordance with the requirements of LCF's technical department and all generally accepted industry standards and practices that are applicable.

3 Delivery

- 3.1 The Supplier shall ensure that:
 - (a) the products are properly packaged and secured in such manner as to enable them to reach their destination in good condition; and
 - (b) each delivery of the products is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the products, special storage instructions (if any) and, if the products are being delivered in instalments, the outstanding balance of products remaining to be delivered.
- 3.2 The Supplier shall deliver the products:

- (a) on the date specified in the Order (**Delivery Date**);
 - (b) to the address specified in the Order (**Delivery Location**); and
 - (c) during LCF's normal business hours, or as instructed by LCF.
- 3.3 Delivery of the products shall be completed on the signing of a delivery note at the Delivery Location by LCF. LCF shall have no liability to the Supplier to settle any invoices rendered by the Supplier for an Order, where a delivery note has not been signed by LCF.

4 Remedies

- 4.1 If the products are not delivered on the Delivery Date, or do not comply with the warranties set out in clause 2.1, then, without limiting any of its' other rights or remedies, and whether or not it has accepted the products, LCF may exercise any one or more of the following remedies:
- (a) to terminate the Contract;
 - (b) to reject the products (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
 - (c) to require the Supplier to replace the rejected products, or to provide a full refund of the price of the rejected products (if paid);
 - (d) to refuse to accept any subsequent delivery of the products which the Supplier attempts to make;
 - (e) to recover from the Supplier any costs incurred by LCF in obtaining substitute products from a third party; and
 - (f) to claim damages for any other costs, loss or expenses incurred by LCF which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
- 4.2 LCF's rights and remedies under these conditions are in addition to its' rights and remedies implied by statute and common law.

5 Title and Risk

Title and risk in the products shall pass to LCF on completion of delivery, in accordance with clause 3.3 above.

6 Price and Payment

- 6.1 The price of the products shall be the price as set out in the Order.
- 6.2 The price of the products shall include the cost of packaging, insurance and carriage of the products.
- 6.3 No extra charges shall be effective unless agreed in writing with LCF.
- 6.4 The Supplier may invoice LCF for the price of the products on or at any time after the completion of delivery. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number and any supporting documents that LCF may reasonably require.
- 6.5 LCF shall pay correctly rendered invoices within 90 days of receipt of the invoice, unless otherwise agreed in writing between the parties. Payment shall be made to the bank account nominated in writing by the Supplier.
- 6.6 In the event that LCF fail to make any payment due to the Supplier under the Contract by the due date for payment, then LCF shall pay interest on the overdue amount at the rate of 2% per annum above Bank of England base rate from time to time. This clause shall not apply to payments that LCF disputes in good faith.
- 6.7 LCF may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to LCF against any liability of LCF to the Supplier.

7 Indemnity

7.1 The Supplier shall keep LCF indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by LCF as a result of or in connection with:

- (a) any claim made against LCF for death, personal injury or damage to property arising out of or in connection with defects in the products, to the extent that the defects in the products are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- (b) any claim made against LCF by a third party arising out of or in connection with the supply of the products, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors,

and for the purposes of this clause 7.1, third party shall include any customer of LCF.

7.2 This clause 7 shall survive termination of the Contract.

8 General

8.1 No variation of these terms shall be effective unless it is in writing and signed by a director for and on behalf of LCF.

8.2 No one other than a party to this agreement and their permitted assignees shall have any right to enforce any of its terms.

8.3 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including, non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.