



FREEWORLD TRADING LIMITED

TERMS AND CONDITIONS FOR PURCHASE OF GOODS

The Seller's attention is drawn in particular to the provisions of clause 9.

1. Interpretation

- 1.1 Definitions:
Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 14.4.
- Contract: the contract between the Seller and the Buyer incorporating these conditions for the sale of goods.
Buyer: Freeworld Trading Ltd of 21 Annandale Street, Edinburgh, EH7 4AW or Freeworld EU SL of Calle Paseo Marítimo 32, Planta 2. Smart Work Puerto, Hotel Puerto 29640 Fuengirola, España.
Goods: goods the Seller agreed to sell to the Buyer and the Buyer agreed to buy from the Seller.
Order: the Buyer's bid for the goods, as set out in the Buyer's official purchase confirmation contract or the Buyer's written acceptance of the Seller's quotation, as the case may be, whether communicated to the Seller by the Buyer or via a broker.
Seller: the person or firm who has agreed to sell the Goods to the Buyer.
Specification: any specification for the goods that is agreed by the Buyer and the Seller.
Working days: a day, other than a Saturday, Sunday or public holiday in Scotland or England, when banks in Edinburgh and London are open for business.

2. Basis of contract

- 2.1 These Conditions shall apply to the Contract to the exclusion of any other terms that the Seller seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Buyer shall not be bound by any variation, waiver or addition to these terms unless the same is agreed in writing and signed by an authorised representative of the Buyer or a broker authorised to act on behalf of the Buyer.
- 2.3 The Order constitutes a bid by the Buyer to purchase the Goods in accordance with these Conditions.
- 2.4 The Order shall be deemed to be accepted only upon the earlier of:
(a) the Seller issuing a written acceptance of the Order; or
(b) the Seller performing any act consistent with acceptance of the Order, at which point and on which date the Contract shall come into existence.
- 2.5 Any terms stipulated in the Order will supplement and form part of the Contract to the extent that they are not in contradiction with these Conditions. Any amendments or variations to the Order which are agreed between the Buyer (or brokers acting on their behalf and with their authority) and the Seller after the Contract has come into existence in accordance with clause 2.4 shall form part of the Contract.
- 2.6 The Seller waives and abandons any right it might otherwise acquire to rely upon any endorsed term, delivered with or contained within any documents issued by the Seller that is inconsistent or in contradiction with these Conditions.
- 2.7 The Seller shall not be entitled to cancel any order unless agreed by the Buyer in writing.

3. Shipment Date

- 3.1 For goods sold on an FOB/CFR/CIF basis, the date stated on any bill of lading, waybill or other document evidencing shipment shall be treated as the date of shipment.
- 3.2 For goods sold on an FCA basis, the date of shipment shall be when the container is delivered to the first carrier at place of loading.
- 3.3 For sales on EXW or DAP basis, shipment shall occur when the goods are made available to the Buyer at the point of delivery.

4. Delivery

- 4.1 Incoterms 2020 where not in contradiction are incorporated into these Conditions.
- 4.2 The Seller must strictly comply with the shipment and delivery dates agreed in the Contract. Time is of the essence in relation to such dates.
- 4.3 The Seller shall ensure that the goods are properly packed and secured in such manner as to enable them to reach their destination in good condition.
- 4.4 The Seller shall warrant that the goods in instalments without the Buyer's prior written consent. Where it is agreed that the goods are to be delivered in instalments, they may be invoiced and paid for separately. However, failure by the Seller to deliver any one instalment on time or at all, or any defect in an instalment shall entitle the Buyer to the remedies set out in Clause 6.
- 4.5 If the Seller delivers more or less than the quantity of goods ordered, and the Buyer accepts the delivery, a pro rata adjustment shall be made to the invoice for the goods. This clause 4.5 shall apply to the delivery of any single instalment of the goods made by the Seller.
- 4.6 If the parties agree that the goods are to be collected from the Seller's premises or delivery point then the Buyer shall collect the goods within 14 days of being notified that the goods are ready for collection.

5. Quality and Quantity

- 5.1 The Seller shall ensure that the goods:
(a) correspond with their description and any applicable Specification;
(b) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for human consumption and any purpose held out by the Seller or made known to the Seller by the Buyer expressly or by implication, and in this respect the Buyer relies on the Seller's skill and judgement;
(c) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the goods; and
(d) are free from physical, chemical or microbiological contamination.

6. The Buyer's Remedies

- 6.1 If the goods are not delivered in accordance with the terms of the Contract, or do not comply with the undertakings set out in clause 5.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the goods, the Buyer may exercise any one or more of the following rights and remedies:
(a) termination of the Contract;
(b) rejection of the goods (in whole or in part) and return them to the Seller at the Seller's own risk and expense;
(c) require the Seller to replace the rejected goods, or to provide a full refund of the price of the rejected goods (if paid);
(d) refuse to accept any subsequent delivery of the goods which the Seller attempts to make;
(e) recover from the Seller any costs incurred by the Buyer in obtaining substitute goods from a third party; and
(f) claim damages for any other direct or indirect costs, loss or expenditure incurred by the Buyer which is attributable to the Seller's failure to perform its obligations under the Contract.
- 6.2 If the goods are not delivered or shipped within the date window stipulated in the Contract the Buyer may, at its option, claim or deduct by way of liquidated damages 2% of the price of the goods for each week's delay in delivery until the earlier of delivery or termination or abandonment of the Contract by the Buyer, up to a maximum of 6% of the total price of the goods. If the Buyer exercises its rights under this sub-clause 6.2 it shall not be entitled to claim any of the remedies set out in clause 6.1 in respect of the goods' late delivery (but such remedies shall be available in respect of the goods' condition).
- 6.3 These Conditions shall apply to any replacement goods supplied by the Seller.
- 6.4 The Buyer's rights and remedies under these Conditions are not exclusive but are in addition to its rights and remedies implied by statute and common law.

7. Title and risk

- 7.1 Title in the goods shall pass to the Buyer on the earlier of completion of payment or delivery.
- 7.2 Risk in the goods shall pass to the Buyer upon delivery in accordance with the applicable parity as set out in Incoterms 2020.

8. Price and Payment

- 8.1 The price of the goods shall be as quoted to the Buyer by the Seller or as otherwise shown in the Seller's price list current at the date of the acceptance of the order.
- 8.2 The price of the goods shall include the cost of packaging, insurance and carriage, unless otherwise stated in the Contract.
- 8.3 No extra charges shall be imposed by the Seller unless agreed in advance in writing with the Buyer.
- 8.4 The Seller may invoice the Buyer for the price of the goods plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery. The Seller shall ensure that the invoice includes the date of the Order, the invoice number, the Buyer's order number, the Seller's VAT registration number (where applicable), applicable commodity code and any applicable incoterm and provide any additional documents relating to the goods and their shipment that the Buyer may reasonably require.
- 8.5 The Buyer shall pay for the Goods in accordance with the terms agreed in the Order. Payment shall be made to the bank account nominated in writing by the Seller.
- 8.6 Time for payment shall not be of the essence of the Contract.
- 8.7 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at the following rates:
(a) Where the currency of the Contract is denominated in pounds sterling, at 1% per annum above the Bank of England's base rate from time to time, but at 1% per annum for any period when the base rate is below 0%; or
(b) Where the currency of the Contract is denominated in United States dollars, at 1% per annum above the United States prime rate from time to time, but at 1% per annum for any period when the prime rate is below 0%; or
(c) Where the currency of the Contract is denominated in Euros, at 1% per annum above the marginal lending rate of the European Central Bank from time to time, but at 1% per annum for any period when the marginal lending rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.
- 8.8 The Buyer may at any time set off any liability of the Seller to the Buyer against any liability of the Buyer to the Seller, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, the Buyer may convert either liability at the market rate of exchange (as published by the Financial Times) for the purpose of set-off. Any exercise by the Buyer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

9. Indemnity

- 9.1 The Seller shall indemnify the Buyer against all liabilities, costs, expenses, damages and losses (including 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 the Buyer as a result of or in connection with:
(a) any claim made against the Buyer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the manufacture, supply or use of the goods, to the extent that the claim is attributable to the acts or omissions of the Seller, its employees, agents or subcontractors;

- (b) any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of or in connection with defects in goods, to the extent that the defects in the goods are attributable to the acts or omissions of the Seller, its employees, agents or subcontractors; and
(c) any claim made against the Buyer by a third party arising out of or in connection with the supply of the goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Seller, its employees, agents or subcontractors.
- 9.2 This clause 9 shall survive termination of the Contract.

10. Insurance

- 10.1 During the term of the Contract and for a period of 24 months after completion of its performance, the Seller shall maintain in force, with a reputable insurance company on the London market, professional indemnity insurance, product liability insurance and public liability insurance to cover all liabilities that may arise under or in connection with the Contract, and shall produce to the Buyer upon demand both the insurance certificate or policy giving details of cover and the receipt for the current year's premium in respect of each insurance.

11. Compliance with Relevant Laws and Policies

- 11.1 In performing its obligations under the Contract, the Seller shall comply with all applicable laws, statutes and regulations from time to time in force.
- 11.2 Breach of clause 11.1 shall constitute an irremediable material breach of the Contract.

12. Termination

- 12.1 The Buyer may terminate the Contract in whole or in part at any time before delivery of the goods with immediate effect by giving the Seller written notice, whereupon the Seller shall discontinue all work on the Contract. The Buyer shall pay the Seller fair and reasonable compensation for any work in progress on the goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 12.2 Without limiting its other rights or remedies, the Buyer may terminate the Contract with immediate effect by giving written notice to the Seller if:
(a) the Seller breaches any condition of the Contract and (if such a breach is remediable) fails to remedy that breach within 3 working days of the Seller being notified in writing to do so;
(b) the Seller takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
(c) the Seller takes any step or action in connection with the Seller being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
(d) the Seller suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
(e) the Seller's financial position deteriorates to the extent that the Buyer is of the opinion that its ability to perform its obligations pursuant to the terms of the Contract is impaired.
- 12.3 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 12.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

13. Force majeure

- The Buyer shall not be in breach of the Contract or otherwise liable to the Seller for any failure or delay in the performance of its obligations pursuant to the terms of the Contract if such failure or delay results from events, circumstances or causes beyond the Buyer's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, civil disturbances, malicious damage, explosion, governmental actions, accident, interruption of traffic or production, lack of shipping space, regulations and/or restrictions by any government and/or regulatory authority, alteration of regulations and/or restrictions by any government and/or regulatory authority, lack of import or export licences, or any other unforeseeable and unavoidable impediments to the Buyer's ability to receive or take delivery of goods, and any other similar events. In such circumstances, the Buyer shall give written notice to the Seller and the time for performance of the Buyer's obligations shall be extended accordingly. If the period of delay or non-performance continues for 2 weeks, the Buyer may terminate the Contract by giving 2 working days' written notice to the Seller.

14. General

- 14.1 Assignment and other dealings.
(a) The Buyer may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 14.2 The Seller may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Buyer.
- 14.2 Subcontracting. The Seller may not subcontract performance of its obligations under the Contract without the prior written consent of the Buyer. If the Buyer consents to any subcontracting by the Seller, the Seller shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.
- 14.3 Entire agreement.
(a) The Contract constitutes the entire agreement between the parties.
(b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 14.4 Variation. Except as set out in these Conditions, no variation of this Contract shall be effective unless it is in writing and agreed by an authorised representative of the Buyer.
- 14.5 Waiver.
(a) Except as set out in clause 2.5, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
(b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 14.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 14.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 14.7 Notices.
(a) Any notice given to a party under or in connection with the Contract shall be in writing and may be sent by hand, registered post, recorded delivery service, or email.
(b) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 14.8 Third party rights.
(a) The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
(b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

15. Governing Law and Jurisdiction

- 15.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales.
- 15.2 If the Contract concerns the purchase of nuts and/or dried fruits, all disputes arising out of or in connection with the Contract (including any question as to its validity or existence), shall be referred to arbitration in accordance with the Rules of Arbitration and Appeal of the Nut & Dried Fruit Trade Association dated 25 April 2024.
- 15.3 If the Contract concerns the purchase of seeds (including but not limited to chia, linseed, flax, millet, pine nut, poppy, pumpkin, quinoa, sesame and/or sunflower seeds), all disputes arising out of or in connection with the Contract (including any question as to its validity or existence), shall be referred to arbitration in accordance with the FOSFA International Rules of Arbitration and Appeal effective from 1 April 2024.
- 15.4 The Buyer may, at its sole discretion, by giving written notice to the Seller, at any time following failure to reach an amicable settlement (but in any event within 15 days of receipt of a written notice from the Seller of its intention to refer a dispute to arbitration), determine that any such dispute should be determined by the Courts of England and Wales, in which case the Seller irrevocably and unconditionally agrees to submit to their jurisdiction.



FREEWORLD TRADING LIMITED

TERMS AND CONDITIONS FOR SALE OF GOODS

The Buyer's attention is drawn in particular to the provisions of clause 9.

1. Interpretation

1.1 Definitions:

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 12.3.

Contract: the contract between the Seller and the Buyer incorporating these conditions for the sale of goods.

Buyer: the person or firm who purchases the goods from the Seller.

Goods: any goods ordered from the Seller by the Buyer or to be supplied by the Seller to the Buyer.

Order: the Buyer's bid for the goods, as set out in the Buyer's purchase order form or other document or the Buyer's written acceptance of the Seller's quotation, as the case may be.

Seller: Freeworld Trading Ltd of 21 Annandale Street, Edinburgh, EH7 4AW or Freeworld EU SL of Calle Paseo Marítimo 32, Planta 2. Smart Work Puerto, Hotel Puerto 29640 Fuengirola, España.

2. Basis of contract

These Conditions apply and are incorporated into the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, trade practice or course of dealing.

The Seller shall not be bound by any variation, waiver or addition to these terms unless the same is agreed in writing and signed by an authorised representative of the Seller.

The Order constitutes a bid by the Buyer to purchase the Goods in accordance with these Conditions.

The Order shall only be deemed to be accepted when the Seller issues a written acceptance of the Order, at which point and on which date the Contract shall come into existence. The Seller's written acceptance of the Order may be communicated in the Seller's formal contract confirmation, via email, or by any other form of written communication including text message or other instant messaging service. The Seller has the right to reject any orders placed for goods at any time prior to acceptance in writing.

The Buyer shall not be entitled to cancel any order unless agreed in writing by the Seller.

The Buyer waives any right it might otherwise have to rely on any endorsed term, delivered with or contained within any documents issued by the Buyer that is inconsistent with these Conditions.

For the avoidance of doubt, a quotation for the goods issued by the Seller shall not constitute an offer capable of acceptance.

The Buyer shall be responsible for the accuracy of any order placed and for providing the Seller with all such information as is necessary in order for the Seller to perform the Contract.

3. Shipment Date

For goods sold on an FOB/CFR/CIF basis, the date stated on any bill of lading, waybill or other document evidencing shipment shall be treated as the date of shipment.

For goods sold on an FCA basis, the date of shipment shall be when the container is delivered to the first carrier at the place of loading.

For sales on EXW or DAP basis, shipment shall occur when the goods are made available to the Buyer at the point of delivery.

4. Delivery

Incoterms 2020 where not in contradiction are incorporated into these Conditions.

Shipment and delivery dates are given in good faith but are only estimates made by the Seller and are not guaranteed. Hence time for performance is not of the essence in relation to such dates.

The Seller may, at its sole discretion, make delivery by instalments.

Where delivery is made by instalments:

(a) Each delivery shall constitute a separate Contract and failure by the Seller to deliver, or any claim made by the Buyer in respect of any instalment shall not entitle the Buyer to repudiate and/or terminate the Contract. The Seller shall be entitled to invoice the Buyer for each instalment separately.

(b) Any default by the Buyer in paying for the goods shall entitle the Seller to terminate the Contract (and any other contract with the Buyer) in respect of all future instalments but without prejudice to the Seller's right to be paid for goods already delivered.

4.5 The Buyer shall have no right to reject the goods or rescind for late delivery unless the due date for shipment/delivery has passed and the Buyer has served on the Seller a written notice requiring the Contract to be performed and giving the Seller not less than 14 days in which to do so and the notice has not been complied with.

4.6 The Buyer shall bear the cost of unloading the goods at discharge/the point of delivery.

4.7 The Seller shall ensure during normal working hours that the Seller has free right of access to the address for delivery for the purpose of delivering the goods.

4.8 If the Buyer refuses to accept delivery of any goods:

(a) The Seller shall be entitled to withhold delivery of any other goods (whether they are to be delivered under the Contract or any other agreement with the Buyer) and to treat the Contract as repudiated by the Buyer; and

(b) Except where goods are sold on an EXW or DAP basis, the Seller shall have the option to give notice to the Buyer requiring the Buyer to collect the goods from the Seller's premises or other place nominated by the Seller within 14 days of being notified that the goods are ready for collection. From the date of such notice being given by the Seller, the goods will be stored at the Buyer's risk and expense and all costs and expenses relating to the collection of the goods shall be for the Buyer's account.

4.9 If the parties agree that the goods are to be collected from the Seller's premises or other place nominated by the Seller then the Buyer shall collect the goods within 14 days of being notified that the goods are ready for collection. If the goods are not collected by the Buyer within the specified period, the Seller is at liberty to despatch the goods to the Buyer at the Buyer's risk and expense or store the goods at the Buyer's risk and expense until despatch and/or collection.

5. Quality and Quantity

5.1 The Seller will use reasonable endeavours to ensure that the goods comply with their description, specification and quality standards agreed with the Buyer as stated in the Contract. Any specification supplied by the Seller to the Buyer shall only be approximate unless stated on the Seller's quotation or agreed in writing by the Seller.

5.2 Except as provided in clause 5.1, the Seller does not give any warranty as to the suitability of the goods for any particular purpose. It shall be the Buyer's responsibility to ensure that any goods contracted for or supplied are suitable for the purpose for which they are purchased, or to put them into such a condition as will render them suitable, for any particular purpose.

5.3 The Buyer shall accept the goods. If the goods supplied do not conform with their description or sample or if they are not of satisfactory quality then the Seller shall have the option to require the Buyer to accept the goods and the Seller shall either refund from the price paid or deduct from the price payable such proportion of the purchase price as represents the value of any such defective goods. The price allowance shall be the Buyer's sole remedy. The Buyer shall forfeit the right to claim such an allowance if the claim is not made within 7 days of delivery of any defective goods or if the Buyer fails to provide such information and documentation as the Seller requires from the Buyer to substantiate the Buyer's claim that the goods are defective.

5.4 Due to the nature of many of the goods sold by the Seller, no guarantee can be given that the goods will be 100% free from physical, chemical or microbiological contamination.

5.5 If the Seller recalls any goods, the Buyer shall immediately cease to market, sell and/or deliver to third parties any goods recalled and shall cooperate fully with the Seller including but not limited to the provision of information to customers.

5.6 The Seller reserves the right to make changes to the specification of the goods as required from time to time by law, applicable health and safety requirements and/or manufacturing requirements provided that they do not have a material adverse effect on the acceptability of the goods.

5.7 The words "about" or "more or less" or similar words to the same effect when applied to the quantity of goods or of any agreed instalment mean that the quantity to be delivered or collected will not be more than 10% more or less than the quantity specified in the Contract.

5.8 For goods sold on a DDP basis, the proof of delivery issued by the carrier will be final as to the quantity and condition of goods delivered to the Buyer notwithstanding any marks, comments or stamps indorsed on the proof of delivery by the Buyer.

6. Claims

6.1 It shall be the responsibility of the Buyer to notify the carrier, warehouse and Seller of any loss or damage to goods in writing within 7 days from the date of delivery, or if goods are sold ex store then within 7 days from the date of the delivery order.

6.2 For claims relating to the quality of the goods, the Buyer's notification must be made within 7 days and be accompanied by a sealed sample of the goods and a full report of the alleged defect. All goods which are the subject of a quality dispute shall be retained in their original packaging and segregated at the Buyer's cost and risk pending resolution of the claim.

6.3 Failure by the Buyer to notify the Seller of a claim as stipulated in this clause will relieve the Seller of all liability.

7. Title and risk

7.1 Title in the goods shall remain with the Seller until the Buyer has made full payment for them.

7.2 Until title to the goods has passed to the Buyer, the Buyer shall:

(a) store the goods in their original packaging without processing them and separate from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the goods;

(c) maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

(d) notify the Seller immediately if it becomes subject to any of the events listed in clause 10.1(b) to clause 10.1(d); and

(e) provide the Seller with such information as the Seller may reasonably require from time to time relating to:

(i) the goods; and

(ii) the ongoing financial position of the Buyer.

7.3 Despite the goods remaining the property of the Seller, the Buyer may sell the goods in the ordinary course of its business at full market value for the account of the Seller. The Buyer shall receive the proceeds of sale thereof on trust for the Seller, shall keep such proceeds separate from other monies and shall not pay any such sums into any overdrawn bank account. Risk in the goods shall pass when the parties intend it to pass.

8. Price and Payment

8.1 The price of the goods shall be as quoted to the Buyer by the Seller or as otherwise shown in the Seller's price list current at the date of the acceptance of the order.

8.2 The Seller's prices are exclusive of any applicable VAT, GST or equivalent tax for which the Buyer shall additionally be liable.

8.3 The Seller may increase its prices in relation to the goods which the Seller has agreed to supply where the increase is to take account of increases in costs, expenses and/or materials suffered by the Seller including but not limited to any increases in freight costs, duties, levies, minimum import price, value added tax, insurance costs, transport costs, landing costs and/or warehousing costs.

8.4 The Seller may invoice the Buyer for the goods on or at any time after the completion of delivery.

8.5 The Buyer shall pay each invoice submitted by the Seller:

(a) in accordance with the terms provided in the Seller's written acceptance of the Order; and

(b) in full and in cleared funds to a bank account nominated in writing by the Seller. and

8.6 Time for payment shall be of the essence of the Contract.

8.7 If the Buyer fails to make a payment to the Seller under the Contract by the due date, then, without limiting the Seller's remedies under clause 10, the Buyer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.7 will accrue each day at the following rates:

(a) Where the currency of the Contract is pound sterling, at 3% per annum above the Bank of England's base rate from time to time, but at 3% per annum for any period when that base rate is below 0%; or

(b) Where the currency of the Contract is United States dollars, at 3% per annum above the United States prime rate from time to time, but at 3% per annum for any period when the prime rate is below 0%; or

(c) Where the currency of the Contract is Euros, at 3% per annum above the European Central Bank's marginal lending rate from time to time, but at 3% per annum for any period when that rate is below 0%.

8.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8.9 If payment in full is not made to the Seller when due then the Seller may withhold or suspend future or current deliveries of the goods and delivery under any other agreement with the Buyer.

8.10 Any credit limit granted by the Seller to the Buyer is at the Seller's discretion. The Seller may amend or revoke any credit limit granted to the Buyer at any time without notice to the Buyer. The Seller may require a payment on account or payment terms revised with the Buyer, so that the Buyer's credit limit is maintained.

8.11 The Seller reserves the right, without liability to the Buyer, to refuse to accept orders and/or to suspend or withhold delivery of goods if performance would result in the Buyer exceeding its credit limit or if the credit limit is already exceeded.

8.12 It is the responsibility of the Buyer to notify the Seller within 48 hours of receiving an invoice of any price charged that is disputed. Invoices without notification should be paid in full and on or before the payment date due as stated on the invoice.

9. Limitation of liability

9.1 The Buyer has accepted the Conditions and the Contract in the knowledge that the Seller's liability is limited and that the Price has been calculated accordingly.

9.2 The Buyer acknowledges that the goods delivered and received are suitable for Buyer's purposes. The Seller accepts no liability for any loss or damage which would have been detected through industry best practice testing prior to processing or use.

9.3 The Seller shall have no liability for defective goods where the defect has been caused or contributed to by the Buyer to the extent so contributed.

9.4 The Seller shall have no liability to the Buyer if the price for the goods has not been paid in full by the due date for payment.

9.5 The Seller shall have no liability to the Buyer for defective goods, goods not despatched or goods damaged or lost in transit unless the event is notified to the Seller within the applicable time limit set out in the Contract.

9.6 The Seller shall have no liability for damage, loss, liability, claims, costs or expenses caused or contributed to by the Buyer's continued sale and/or use of defective goods after a defect has become apparent or suspected or should reasonably have become apparent to the Buyer.

9.7 Nothing in the Contract limits liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation;

(c) breach of the term implied by section 12 of the Sale of Goods Act 1979;

(d) defective products under the Consumer Protection Act 1987; or

(e) any liability that legally cannot be limited.

9.8 The Seller shall have no liability to the Buyer whatsoever for any:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

(f) loss of or damage to goodwill; and/or

(g) indirect or consequential loss.

9.9 This clause 9 shall survive termination of the Contract.

10. Termination

10.1 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if:

(a) the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;

(b) the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the Buyer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

10.2 Without limiting its other rights or remedies, the Seller may suspend performance of the Contract or any other contract between the Buyer and the Seller if the Buyer becomes subject to any of the events listed in sub-clause 10.1(b) to sub-clause 10.1(d), or the Seller reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.

10.3 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.

10.4 Upon termination of the Contract for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and together with interest and, in respect of goods supplied but for which no invoice has been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately upon receipt.

10.5 Termination of the Contract, however caused, shall not affect any of the parties' rights and remedies that have accrued prior to termination, including the right to claim damages in respect of any breach of Contract.

10.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

11. Force majeure

The Seller shall have no liability to the Buyer for any delay in performance of this Contract to the extent that such delay is due to any events outside the Seller's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, civil disturbances, malicious damage, explosion, governmental actions, accident, interruption of traffic or production, lack of shipping space, regulations and/or restrictions by any government and/or regulatory authority, alteration of regulations and/or restrictions by any government and/or regulatory authority, lack of import or export licences, or any other cause interfering with the manufacture or delivery of goods, and any other similar events. If the Seller is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.

12. General

12.1 Assignment and other dealings.

(a) The Seller may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

(b) The Buyer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Seller.

12.2 Entire agreement.

(a) The Contract constitutes the entire agreement between the parties.

(b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

12.3 Variation. No variation of this Contract shall be effective unless it is in writing and agreed by an authorised representative of the Seller.

12.4 Waiver.

(a) A waiver of any right or remedy by the Seller is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

(b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

12.5 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this sub-clause the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.6 Notices.

(a) Any notice given to a party under or in connection with the Contract shall be in writing and may be sent by hand, registered post, recorded delivery service, or email.

(b) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12.7 Third party rights.

(a) Unless the contract contains any statement expressly to the contrary, a person who is not a party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of it.

(b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

12.8 Agents. Where the Buyer is acting on behalf of a principal, whether disclosed or not, the Buyer shall be liable for the performance of the Contract by the principal.

13. Governing Law and Jurisdiction

13.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales.

13.2 If the Contract concerns the sale of nuts and/or dried fruits, all disputes arising out of or in connection with the Contract (including any question as to its validity or existence), shall be referred to arbitration in accordance with the Rules of Arbitration and Appeal of the Nut & Dried Fruit Trade Association dated 25 April 2024.

13.3 If the Contract concerns the sale of seeds (including but not limited to chia, linseed, flax, millet, pine nut, poppy, pumpkin, quinoa, sesame and/or sunflower seeds), all disputes arising out of or in connection with the Contract (including any question as to its validity or existence), shall be referred to arbitration in accordance with the FOSFA International Rules of Arbitration and Appeal effective from 1 April 2024.

13.4 The Seller may, at its sole discretion, by giving written notice to the Buyer, at any time following failure to reach an amicable settlement (but in any event within 15 days of receipt of a written notice from the Buyer of its intention to refer a dispute to arbitration), determine that any such dispute should be determined by the Courts of England and Wales, in which case the Buyer irrevocably and unconditionally agrees to submit to their jurisdiction.