

## **CONDITIONS OF SALE - THESE CONDITIONS CONTAIN EXCLUSION AND LIMITATION CLAUSES**

### **1. DEFINITIONS**

"BUYER" the person(s), entity or company who intends to purchase Goods from the SUPPLIER;  
"Conditions" these conditions for the supply of Goods;

"Contract" means any contract agreed between the BUYER and the SUPPLIER for the supply of Goods, including, without limitation, call-off contracts lasting for an agreed period of time or one-off orders, and which shall comprise these Conditions and the Order;

"Goods" goods of any description to be supplied by the SUPPLIER;

"Order" the BUYER's instruction to supply the Goods (or the BUYER's acceptance of the SUPPLIER's offer to supply the same), including any associated technical specification or other delivery requirements;

"Price" the price of the Goods as set out in the Contract or otherwise agreed in writing;

"SUPPLIER" means Ingredion UK Limited (including its successors and assignees).

### **2 ORDERING, AVAILABILITY OF GOODS, ORDER CHANGE AND CANCELLATION**

2.1 SUPPLIER shall sell and the BUYER shall purchase the Goods in accordance with these Conditions.

2.2 No Contract exists until SUPPLIER has confirmed its acceptance (whether in writing or by commencing work in accordance with an Order). Any order receipt from SUPPLIER does not signify SUPPLIER'S acceptance of the Order, nor is this a confirmation of sale by SUPPLIER. SUPPLIER reserves the right at any time after receipt of the Order to accept or decline or cancel the Order (in whole or in part) for any reason. SUPPLIER will notify BUYER of this. SUPPLIER may also require additional verifications or information before finally accepting any Order. No terms and conditions proposed by BUYER (whether before or after any SUPPLIER confirmation or acceptance) shall apply. Any request by the BUYER for delivery or acceptance by BUYER of Goods delivered shall, notwithstanding any terms or conditions proposed by the BUYER or other action of BUYER, constitute complete acceptance of these Conditions.

2.3 Descriptions and specifications contained in brochures or other materials are for general information only and do not form part of the Contract. Any quotation issued by SUPPLIER shall be without obligation and shall not constitute an offer to sell.

2.4 Confirmation of the order is subject to supplies being available or becoming available. If supplies are not available for delivery by the estimated delivery date SUPPLIER reserves the right to delay delivery subject to the BUYER'S right to cancel under clause 3.1.

2.5 If the BUYER requests and SUPPLIER at its sole discretion accepts an amendment or cancellation of the BUYER'S order SUPPLIER shall be entitled to impose a charge for losses, costs and expenses suffered or incurred by SUPPLIER as a direct result of the amendment or cancellation which the BUYER shall be obliged to pay.

### **3 DELIVERY**

3.1 Delivery dates referred to in the Contract are estimates only. If SUPPLIER fails to deliver on an estimated delivery date (otherwise than in accordance with clauses 3.3 and 3.4) the BUYER shall only be entitled to claim damages if the Goods remain undelivered on the expiry of 28 days' notice in writing delivered to SUPPLIER by the BUYER on or after the estimated delivery date. Where the Contract agreed is for more than a one-off order, late delivery shall not entitle termination of the Contract as a whole.

3.2 Unless otherwise agreed in writing by SUPPLIER delivery of the Goods shall take place at the delivery point agreed in the Contract.

3.3 Without prejudice to any other rights or remedies, SUPPLIER may suspend all deliveries under the Contract or any other contract SUPPLIER has with BUYER if (a) payment is overdue under the Contract or such other contract; or (b) upon the happening of any event described in clause 9.2 until SUPPLIER receives or is satisfied that it will receive any outstanding payments and/or as the case may be, that it will be paid for such pending or future deliveries.

3.4 SUPPLIER may, without liability to the BUYER, suspend delivery or cancel an order if in the reasonable opinion of SUPPLIER delivery would not comply with SUPPLIER'S safety, health and environmental policies or relevant laws and regulations.

3.5 BUYER shall pay all SUPPLIER'S costs associated with the BUYER'S failure to take Goods on delivery or SUPPLIER'S nondelivery in accordance with clause 3.4 including without limitation costs of return transport, demurrage, storage, redelivery or disposal.

### **4 PRICE**

The price for the Goods will be that applicable on the date of dispatch. The Price is exclusive of value added tax, energy taxes as well as any other taxes at the applicable rate and any other duties or levies - all of which shall be payable by BUYER in addition to the Price. Prices quoted are based on the currency situation, freight and customs rates, raw material costs or other charges and costs applicable at the time of quotation, confirmation or the relevant Price Schedule. SUPPLIER reserves the right to make Price changes - which shall be payable by BUYER (even where there has been a confirmation of Order), if the costs of such factors should rise, including where: there are any currency fluctuations applicable to the supply of the Goods or any of the materials used to manufacture the Goods; there are any new or increased costs of freight rates, transportation costs, customs duties, tariffs, licence fees or other assessments, taxes and/or raw material costs; there is any increase in the cost of production and/or supply because of any legislation passed or regulations issued, or any other government charges; there is any material increase, in the cost of production of the Goods (or any materials used therein).

### **5 PAYMENT**

5.1 Payment in net cash or other cleared payment is due 30 days from date of invoice unless otherwise expressly agreed in the Contract. Time for payment is of the essence.

5.2 SUPPLIER shall be entitled but not obliged to charge the BUYER interest on overdue amounts, payable by the BUYER immediately on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of 4% per annum above the base rate for the time being of the European Central Bank. Such interest shall accrue on a daily basis and be compounded monthly.

5.3 BUYER shall have no right of set-off against any payment due to SUPPLIER.

5.4 SUPPLIER may sue for the price even though title in any Goods has not passed to BUYER.

### **6 FORCE MAJEURE**

SUPPLIER may, without liability, delay, reduce or cancel orders or deliveries if it is hindered, delayed or prevented from manufacturing or delivering the Goods through circumstances beyond its reasonable control including, but not limited to, employment disputes, adverse weather conditions, accidents, shortages of or inability to obtain raw materials and operating resources, breakdown of plant or machinery, terrorism, acts of God, fire, war, national emergency, flood, explosion, transport problems or shortages or governmental action or inaction.

### **7 WARRANTIES**

7.1 Quality-If properly handled and stored by BUYER or its agents the SUPPLIER warrants that the Goods shall conform at the time of delivery in all material respects with the agreed specification, or if none, SUPPLIER'S specification for the Goods. Subject to Clause 10, BUYER shall examine the Goods on receipt and notify SUPPLIER within 14 days of receipt of any defect that is reasonably apparent from such examination. Any defects not so apparent shall be notified within 14 days of discovery. Immediately a non-apparent defect is discovered BUYER shall stop using the Goods; return, in accordance with SUPPLIER'S instructions, any Goods and containers still available and in any event provide all necessary assistance to allow SUPPLIER to investigate. BUYER must in all cases notify a non-apparent defect within 6 months of receipt. If these conditions are satisfied SUPPLIER will replace any non-conforming Goods (or, if that is not reasonably practicable, refund the price (or an appropriate proportion)) and refund all reasonable return costs. This undertaking is SUPPLIER'S sole liability for non-conforming Goods.

7.2 Recommendations-Recommendations or suggestions as to the use, application, storage, handling or disposal of the Goods given (whether before or after delivery) in sales or technical literature or in response to an enquiry or in any other form are given in good faith but ultimate reliance is for the BUYER'S sole assessment (by trial processing if necessary) and SUPPLIER accepts no liability for such recommendations or suggestions. No warranty is given as to the Goods' quality or fitness for any particular purpose and all implied statutory or common law terms as to quality, description or fitness for purpose (under the laws of any jurisdiction) are excluded except to the extent that it is unlawful to exclude such terms.

### **8 TERMINATION**

Without prejudice to any other rights or remedies, SUPPLIER may terminate the Contract by notice to BUYER if the BUYER is in breach of its obligations under the Contract or upon the happening of any event described in clause 9.2. The price of Goods delivered but not then paid for shall become immediately due and payable.

### **9 TITLE AND RISK**

9.1 Title shall not pass until SUPPLIER receives cleared payment in full for the Goods and all other Goods agreed to be supplied by SUPPLIER to BUYER for which payment is then due. Where payment is overdue or upon the happening of any event described in clause 9.2 SUPPLIER may recover or re-sell any Goods that have not been resold (or resold subject to retention of title) and may enter BUYER'S

premises for that purpose. Title in any Goods worked on continues to belong to SUPPLIER unless they are irretrievably incorporated with other Goods or materials. Until title passes the Goods shall be held as SUPPLIER'S bailee and fiduciary agent and the Goods shall be separately stored and identified as those of SUPPLIER and insured for their full reinstatement value.

9.2 BUYER'S right to use the Goods or resell the Goods to its customers shall cease and any sums due to SUPPLIER under the Contract shall become immediately due and payable if the BUYER becomes subject to any form of receivership, administrative receivership or administration (whether out of court or otherwise); liquidation (other than for a bona fide and solvent amalgamation or reconstruction); bankruptcy; any form of composition with creditors; any of the foregoing under any analogous foreign provisions or proceedings affecting the BUYER or if the BUYER proposes any of the foregoing or where SUPPLIER believes that any of the foregoing is about to occur.

9.3 All risks in the Goods shall pass upon delivery of the Goods at the delivery point agreed in the Contract.

9.4 All intellectual property rights in and to the Goods, their manufacture, development or creation (including improvements to the same) shall be or remain vested in SUPPLIER (whether or not commissioned by the BUYER) and the BUYER will, at the request and cost of SUPPLIER, do any act and execute any documents necessary to confirm such rights in or transfer such rights to SUPPLIER.

9.5 The BUYER shall not disclose to any other party any confidential information belonging to SUPPLIER or to which SUPPLIER has lawful access (including, but not limited to, specifications, formulae, manufacturing processes, know-how or any technical or economic information), or use such information for any purpose except as expressly authorized in writing by SUPPLIER.

9.6 In order to protect the proprietary and confidential nature of SUPPLIER'S Goods BUYER shall not (i) analyse or have analysed or permit the analysis of any sample or Goods supplied (except as may reasonably be required for safety purposes), nor (ii) copy or permit the copying of the Goods.

### **10 NOTIFICATION OF NON-DELIVERY**

10.1 BUYER shall advise the carrier and SUPPLIER in writing (otherwise than by a qualified signature on the carrier's consignment note or delivery document) within the following time limits:

10.1.1 for loss from a package or from an unpacked consignment or for damage to or non-delivery of any part of a consignment or for short or over delivery within 3 working days of delivery of the consignment or part consignment followed by a valued claim in writing within 7 working days after the termination of carriage (working days means any day which is not a Saturday, a Sunday or a bank or public holiday in the destination country of the Goods); and

10.1.2 for non-delivery of a whole consignment within 7 days of notice of dispatch followed by a valued claim in writing within 14 days after the commencement of carriage.

10.1.3 In any event BUYER shall make a note of any visible damage in writing upon the carrier's delivery note at the time of delivery.

### **11 SHORTAGES AND OVER DELIVERY**

SUPPLIER'S ex works weights verification shall be final. SUPPLIER may deliver to within plus or minus 10% of weight or volume ordered. BUYER shall pay for actual weight or volume delivered within such tolerances. Subject to compliance with 10.1.1 SUPPLIER shall as soon as practicable deliver any shortfall or collect any over delivery outside of such tolerances. Failure to give notice of over delivery outside of such tolerances in accordance with 10.1.1 or any use or dealing in such Goods shall require the BUYER pay for them at the Contract rate.

### **12 EXCLUSIONS AND LIMITATIONS**

12.1 SUPPLIER'S total aggregate liability to the BUYER for any claim or series of related claims howsoever arising, in contract, tort (including without limitation negligence), breach of statutory duty, misrepresentation (unless fraudulent), strict liability or otherwise, is limited to a sum equal to the invoice value of the Goods to which the claim relates, plus the invoice value of any other of the Goods to which the claim relates purchased and paid for by the BUYER in the 90 day period immediately preceding SUPPLIER'S receipt of notification of the claim, in each case net of VAT (or equivalent sales tax) and all associated transport and duty costs.

12.2 SUPPLIER shall not in any event be liable to the BUYER for its loss of profit, loss of margin, loss of contract, loss of business, loss of goodwill or any indirect or consequential losses arising out of or in connection with the Contract.

12.3 Nothing shall exclude, restrict or limit the SUPPLIER'S liability for (i) fraud or (ii) gross negligence or (iii) death or personal injury relating to the supply of the Goods and arising from the SUPPLIER'S negligence.

### **13 GENERAL**

13.1 The Contract sets out the entire agreement between the parties and BUYER has not relied on any representation or warranty except as expressly set out in writing in the Contract. This provision shall not affect any liability of SUPPLIER for fraudulent misrepresentation.

13.2 Any waiver, indulgence or delay by SUPPLIER in enforcing any right shall not constitute any waiver of rights.

13.3 This Contract is personal to the BUYER and SUPPLIER and neither party shall assign or transfer any rights and benefits hereunder to any other person without the other party's prior written consent (such consent not to be unreasonably withheld or delayed) provided that SUPPLIER is permitted (without the need to obtain consent) (i) to assign or transfer the rights and benefits under the Contract in whole or in part to any subsidiary, holding company or subsidiary of such holding company (each as defined in the Companies Act 2006 (as that Act is amended, supplemented or replaced)) of SUPPLIER and (ii) to assign or transfer to any third party its rights to collect the debts or receivables arising under the Contract.

13.4 No amendment, variation or waiver of this Contract or any provision of it shall be effective unless agreed in writing by the parties' authorised representatives.

13.5 Any provision of this Contract that is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this Contract.

### **14 EXPORT CONTROL AND CONTROLLED USE**

14.1 BUYER shall not supply import or export the Goods contrary to (a) United Kingdom, United Nations, European Community or other sanctions; or (b) other applicable export or import restrictions.

14.2 Goods must not in any way be used or disposed of or sold on in connection with any actual or suspected use relating to (a) nuclear, chemical or biological weapons or their delivery systems; or (b) precursors for prohibited or controlled substances.

14.3 Delivery or other arrangements which SUPPLIER agrees to or is obliged to undertake beyond the delivery point per the agreed INCOTERM shall be as BUYER'S agent and BUYER shall pay all duties, charges or expenses incurred. Goods not taken in by BUYER or BUYER'S carrier may be warehoused at the BUYER'S risk and cost;

14.4 BUYER shall reimburse to the SUPPLIER any additional costs or expenses incurred as a result of any delay or failure of the BUYER in performing its export obligations;

14.5 The 1980 United Nations Convention on International Sale of Goods (the Vienna Convention) shall not apply but the international rules for the interpretation of trade terms (Incoterms) shall apply except where they conflict with the provisions of the Conditions;

14.6 BUYER shall advise SUPPLIER of any special requirements required for importation of the Goods into the country of delivery.

14.7 BUYER warrants that it is not a Specially Designated National or Blocked Person, as designated by the U.S. Office of Foreign Assets Control, and that it shall not divert the Goods in violation of U.S. laws and regulations with regard to export controls.

### **15 BUYER OBLIGATIONS**

15.1 The BUYER shall not use any SUPPLIER trademarks or trade names in the re-sale of the Goods.

15.2 The BUYER shall indemnify the SUPPLIER against all third party claims, losses, costs and expenses (including legal costs) suffered or incurred by the SUPPLIER in relation to the Goods arising directly or indirectly out of any acts or omissions of the BUYER, its employees or agents.

### **16 LAW**

The Contract shall be governed and construed in accordance with English law. The BUYER agrees that a) it will submit to the exclusive jurisdiction of the English Courts b) that the SUPPLIER is entitled to rely on the non-exclusive jurisdiction of the English Courts.