



TERMS AND CONDITIONS OF SALE

1. The sale of Products to you is also on the basis of the terms and conditions below.
2. Pricing (Generally):
 - a. The pricing referred to in the Pricing Schedule, applies to orders which are delivered between the dates referred to in the Pricing Schedule (ie between pricing validity dates) and not to orders which are only placed between those dates.
Prices referred to are based on the currency situation, freight and customs rates, raw material costs or other charges applicable at the date of this price document. In addition, any increase in transportation and related costs; any material increase in the cost of producing the Products or any materials used in manufacture (this includes, for example, raw material costs, chemicals, utilities etc); any new or increase in any duties, tariffs, taxes and/or any other governmental charges, and/or any changes due to any legislation passed or regulations issued, that increase the cost to the Seller in producing, sourcing or selling the Products may, at the Seller's option, be added to the Product prices, and shall be payable by the Buyer. **If the costs of any of these things should rise, the Seller reserves the right to review and/or make price changes**, or withdraw from any existing contract of supply, at any time.
 - b. In the event of crop failure or a significant reduction in yields due to flooding, drought, or some other catastrophic event, **the Seller reserves the right to review and/or make price changes**, or withdraw from any existing contract of supply, at any time. The Seller will give the Buyer reasonable notice if the Seller plans to do this.
 - c. **For all Products imported from Asia Pacific Region or the Americas, the pricing is valid for a quarter. The pricing is subject to review and amendment, each quarter, unless otherwise expressly agreed in writing.**
 - d. Depending on the circumstances applicable to the Buyer, if the Seller increases the price of a Product, due to the price change clauses above (except for the Ocean Freight Surcharge) the Buyer may have a right to terminate the contract of supply applicable to the Products affected by that price change. If this is the case, the Seller will review with the Buyer.
3. Ocean Freight Surcharge
 - a. **The Seller applies additional freight costs for various Products which are imported from the Asia Pacific Region or the Americas ("Ocean Freight Surcharge"). If the separate Ocean Freight Surcharge applies to Products, this is indicated on the Product Pricing Schedule ("OFS Products").**
 - b. The Seller operates a flexible supply chain. The Seller will notify the Buyer on not less than 4 weeks' notice before the end of each Quarter, if any additional Products will also be subject to the Ocean Freight Surcharge. The Seller will re-issue the updated Product Pricing Schedule showing the updated OFS Products where the Ocean Freight Surcharge will apply and be payable by the Buyer.
 - c. The Ocean Freight Surcharge is based on the Seller's assessment of the average costs of ocean freight transportation, relevant to the importation of the OFS

- Product. The Seller adjusts this cost according to an appropriate public index, to determine the Ocean Freight Surcharge for each OFS Product.
- d. The Ocean Freight Surcharge can be changed by the Seller. The Ocean Freight Surcharge is reviewed and may be amended, by the Seller in the last month of each Quarter, with any revised surcharge costs applying to deliveries from the beginning of the following Quarter. The Seller shall notify the Buyer of the revised Ocean Freight Surcharges, before the end of each Quarter, through the re-issue the updated Product Pricing Schedule, or other written communication.
 - e. Although a specific Ocean Freight Surcharge may be quoted by the Seller at the time of acceptance of the order, the Ocean Freight Surcharge which will be charged (and which is payable by the Buyer), is the surcharge applicable on the 'delivery date' of the relevant OFS Product (usually the date of invoice and dispatch). **The Buyer cannot cancel, change or reject any accepted order/delivery, because of any change in Ocean Freight Surcharge.**
 - f. **The Ocean Freight Surcharge is shown as a separate line item on the Product invoice, or will be invoiced separately. The Buyer shall pay the Ocean Freight Surcharge.**
 - g. Further details on the Ocean Freight Surcharge are in the Ocean Freight Surcharge Schedule.
4. **Express Delivery:** The standard product delivery lead time is from the date when we (the Seller) accept your order. If you (the Buyer) request delivery of Products, quicker than the standard agreed lead time or the previously agreed delivery date for that order, the Buyer is responsible for paying the costs of the express delivery. The Seller will inform the Buyer in writing, at the time of the Buyer's request, of any specific delivery arrangements, the cost and the time during which the quote is valid. **The costs of express delivery are either added as a surcharge to the Product invoice, or will be invoiced separately.** The delivery may be affected by events outside of the Seller's control. For example, the haulage provider may be affected by unexpected/uncontrollable events (eg staff or vehicle shortages) which in turn may affect the Seller's ability to meet the earlier delivery time slot.
 5. **Pallets:** Any orders below 1 full pallet will carry an additional charge per part pallet. **This charge appears separately on the invoice and is payable by the Buyer.** This charge will not be applied for materials ordered for trials.
 6. **Annual Contract Volumes:**
 - a. If an Annual Contract Volume is agreed (ie the Buyer and the Seller each commit to the sale and purchase of selected Products), this commitment shall be clearly agreed, in writing in the Product Pricing Schedule. The Seller's agreement to supply, is subject to the Seller's terms and conditions, including all of the sections in this letter; in particular, the supply is subject to (i) price changes due to freight costs and/or other circumstances (see paragraphs 2 through to 5, and 8); and (ii) events which are outside the Seller's reasonable control.
 - b. Deviations in the volume of Products ordered, of +/- 10% of the agreed Annual Contract Volume (measured over a Quarter) are permissible. The deviation applies on a product by product basis. Volume deviations which result in orders received of over 10%, may not be supplied by the Seller, unless expressly agreed in writing. Volume deviations of 10% or below (ie orders not received for the committed volumes) do not automatically accumulate for future purchasing (eg into any following Quarters), unless agreed in writing by the Seller. **Volume deviations of over, or under 10%, will also trigger a price review and/or amendment.**



7. Forecasts: Any forecasts which may be provided by the Buyer, are for planning purposes only, and are not legally binding on the Buyer or the Seller. Subject to this, any orders based on the Buyer's forecasts, must be spread evenly throughout the contract period. Forecasted volumes do not accumulate. For example, if the Buyer has 'under-ordered' compared with their forecasted volume in one quarter, there is no assumption that the 'under-ordered' volume is carried forward so that it is available to be ordered in the following quarter. Any changes to the way in which forecasts are managed, must be expressly agreed in writing between the Buyer and the Seller – in particular, if the Buyer is planning to carry forward any 'under-ordered' forecasted volumes.
8. Acceptance: All orders are subject to express written acceptance by the Seller, at the time at which the order is received by the Seller, for example to agree the final delivery arrangements. There is no automatic or deemed acceptance of orders by the Seller.
9. The Seller reserves the right to charge interest and/or other costs in connection with any late payments by the Buyer. The interest and/or any costs may be deducted from any payments due from the Seller to the Buyer.
10. Where the Seller has agreed that any rebates or discounts are applicable in respect of the Buyer's account, these are only payable provided that the Buyer's account is paid up to date and the Buyer is not otherwise in breach of its agreement with the Seller.
11. The Seller is not liable to the Buyer for circumstances beyond the Seller's reasonable control including, but not limited to: adverse weather conditions; shortages of, or inability to obtain, raw materials and/or operating resources (including labour); breakdown of plant or machinery; fire; national emergency; flood; transport problems; or governmental action or inaction; pandemics or epidemics.
12. Save as referred to in this letter, the Products are sold and supplied subject to the existing signed agreement between Buyer and the Seller. If no such agreement exists, the general terms and conditions of the Seller shall apply in addition to these terms. The pricing information set out or referred to, in this document is confidential and proprietary to the Seller. It should not be disclosed to, or discussed with, any third party without the prior express written consent from the Seller. The terms and conditions referred to in this letter (in particular the Pricing Schedule) are not transferable by the Buyer to any other organisation.

Confidential

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