

TasteTech Ltd

Terms & Conditions of Sale

Issue 1.2

Dated 1/11/09



1. INTERPRETATION

1.1 In these Conditions:

“**Buyer**” means the person, firm or company who accepts a quotation from TasteTech for the sale of the Product or whose order for the Product is accepted by TasteTech.

“**Product**” means the product or products which TasteTech is to supply in accordance with these Conditions (including any part or parts of them).

“**TasteTech**” means TasteTech Limited (registered in England and Wales under the number 02743403).

“**Conditions**” means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and TasteTech.

“**Contract**” means any contract between TasteTech and the Buyer for the purchase and sale of the Product incorporating these Conditions, subject to Condition 2.1.

“**Writing**” includes facsimile transmission and comparable means of communication, including communication by e-mail.

“**MSDS**” means Material Safety Data Sheet.

1.2 Any reference in these Conditions to any provision of a statute shall be constructed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.4 Words in the singular include the plural and in the plural include the singular.

2. BASIS OF THE SALE

2.1 TasteTech shall sell and the Buyer shall purchase the Product in accordance with any written quotation from TasteTech which is accepted by the Buyer, or any written order of the Buyer which is accepted by TasteTech, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer. No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, acceptance of a quotation or specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.

2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised

representatives of the Buyer and TasteTech. TasteTech's employees or agents are not authorised to make any representations concerning the Product unless confirmed by TasteTech in writing in the specification accepted by the Buyer. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

2.3 Save as contained in the material safety data sheets supplied by TasteTech relating to the Product, any advice or recommendation given by TasteTech or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Product which is not confirmed in writing by TasteTech is followed or acted upon entirely at the Buyer's own risk and TasteTech shall not be liable for any such advice or recommendation which is not so confirmed.



3. ORDERS AND SPECIFICATIONS

3.1 Each acceptance by the Buyer of a written quotation from TasteTech or each written order of the Buyer which is accepted by TasteTech for the Product shall be deemed to be an offer by the Buyer to buy the Product specified in it subject to these Conditions.

3.2 No order submitted by the Buyer shall be deemed to be accepted by TasteTech unless and until confirmed in writing by an order acknowledgement or, if earlier, when TasteTech delivers the Product to the Buyer when a contract for the sale of the Product on these Conditions will be established.

3.3 The quantity, price, product number and description of the Product shall be those set out in TasteTech's quotation or order acknowledgement subject to Clause 4.

3.4 If the Product is to be manufactured or any process is to be applied to the Product by TasteTech in accordance with a product or a specification submitted by the Buyer, the Buyer shall indemnify TasteTech against all loss, damages, costs and expenses awarded against or incurred by TasteTech in connection with or paid or agreed to be paid by TasteTech in settlement of any claim for infringement of any patent, copyright, design or other industrial or intellectual property rights of any other person which results from TasteTech's use of the Buyers specification.

3.5 No order which has been accepted by TasteTech may be cancelled by the Buyer except with the agreement in writing of TasteTech and on terms that the Buyer shall indemnify TasteTech in full against all loss (including loss of profit) costs (including the cost of all labour and materials used), damages, charges and expenses incurred by TasteTech as a result of cancellation.

3.6 Any quotation is given on the basis that no Contract shall come into existence until TasteTech despatches an order acknowledgement to the Buyer, or, if earlier, when TasteTech delivers the Product to the Buyer, in accordance with Condition 3.2. Any quotation is valid for a period of 30 days only from its date, provided TasteTech has not previously withdrawn it.

4. PRICE OF PRODUCT

4.1 The price of the Product shall be TasteTech's quoted price or, in the absence of a quoted price, the price set out in TasteTech's price list published on the date of delivery or deemed delivery.

4.2 TasteTech reserves the right, by giving notice in writing from time to time to the Buyer pursuant to Clause 4.3, to increase the price of the Product at its discretion to reflect any increase in the cost to TasteTech for any reason whatsoever such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, material or other costs of manufacture, any change in delivery dates, quantities or specifications for the Product which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give TasteTech adequate information or instructions or for any other reason.

TasteTech shall notify the Buyer in writing of any increase in the quoted price no later than 14 days before the date of delivery. The Buyer shall notify TasteTech in writing within 7 days thereafter of its desire to cancel the contract if appropriate.

4.3 Except as otherwise stated under the terms of any quotation of TasteTech, and unless otherwise agreed between the Buyer and TasteTech, all prices are given by TasteTech inclusive of delivery to the Buyer's premises.

4.4 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to TasteTech when it is due to pay for the Product.



5. TERMS OF PAYMENT

5.1 Subject to any special terms agreed in writing between the Buyer and TasteTech, TasteTech shall be entitled to invoice the Buyer for the price of the Product on or at any time after despatch of the Product. TasteTech shall also be entitled to request payment or part-payment for the Product from the Buyer in advance of delivery of the Product.

5.2 The Buyer shall pay the price of the Product within **28 days** of the date of the Company's relevant invoice unless special terms agreed in writing between the Buyer and TasteTech. The time of payment of the price shall be of the essence of the Contract. No payment shall be deemed to have been received until TasteTech has received cleared funds. Receipts for payment will be issued only upon request.

5.3 If the Buyer fails to make any payment on the due date or TasteTech has reasonable grounds for believing that the Buyer may default in making any payment on the due date then, without prejudice to any other right or remedy available to TasteTech, TasteTech will be entitled to:

5.3.1 cancel the contract or suspend any further deliveries to the Buyer; and

5.3.2 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at 5% per annum above the base rate for the time being of HSBC plc and withdraw all credit facilities given to the Buyer. TasteTech reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

5.4 All payments payable to TasteTech under the Contract shall become due immediately upon termination of the Contract despite any other provision.

5.5 The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise for breach of contract, negligence or any other remedy by any other means whatsoever whether statutory or otherwise unless the Buyer has a valid court order requiring any amount equal to such deduction to be paid by TasteTech to the Buyer.

6. DELIVERY

6.1 Unless otherwise agreed, delivery of the Product shall be made by TasteTech (or their appointed agent) to the Buyer's premises.

6.2 Any dates quoted for delivery of the Product are approximate only and TasteTech shall not be liable for any delay in delivery of the Product nor any direct or indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss) or damages, costs, charges or expenses caused directly or indirectly by any delay in the delivery of the Product (even if caused by TasteTech's negligence), nor will any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 90 days. Time for delivery shall not be of the essence unless previously agreed by TasteTech. The Product may be delivered by TasteTech in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.3 If the Buyer fails to take delivery of the Product or fails to give TasteTech adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of TasteTech's fault) then, without prejudice to any other right or remedy available to TasteTech, TasteTech may store the Product until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage.

6.4 If TasteTech delivers to the Buyer a quantity of Product up to 5% more or less than the quantity accepted by TasteTech the Buyer shall not be entitled to object to or reject the Product or any of it by reason of the surplus or shortfall and shall pay for such Product at the pro rata Contract rate.



6.5 The quantity of any consignment of Product as recorded by TasteTech upon despatch from TasteTech's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

6.6 TasteTech shall not be liable for any non-delivery of the Product (even if caused by TasteTech's negligence) unless the Buyer gives written notice to TasteTech of the non-delivery within 2 days of the date when the Product would in the ordinary course of events have been received.

6.7 Any liability of TasteTech for non-delivery of the Product shall be limited to replacing the Product within a reasonable time or issuing a credit note against the pro rata Contract rate against any invoice raised for such Product.

7. RISK AND PROPERTY

7.1 Risk of damage to or loss of the Product shall pass to the Buyer: -

7.1.1 in the case the buyer's product being processed at TasteTech's premises for toll manufacture, at the time when TasteTech notifies the Buyer that the Product is available for collection; or

7.1.2 in the case of the Product to be delivered otherwise than at TasteTech's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Product, the time when TasteTech's has tendered delivery of the Product

7.2 Notwithstanding delivery and the passing of risk in the Product, or any other provision of these Conditions, the property in the Product shall not pass to the Buyer until TasteTech has received in cash or cleared funds payment in full of the price:-

7.2.1 of the Product; and

7.2.2 all other sums then due and payable by the Buyer to TasteTech.

7.3 Until the property in the Product passes to the Buyer, the Buyer:-

7.3.1 must hold the Product on a fiduciary basis as TasteTech's bailee;

7.3.2 must maintain the goods in satisfactory condition and keep the Product separate from all other goods of the Buyer and third parties and properly stored, protected and insured (for their full price against all risks) and clearly identified as TasteTech's property (at no cost to TasteTech);

7.3.3 must not destroy, deface or obscure any identifying mark or packaging on or relating to the Product;

7.3.4 must hold the proceeds of any insurance referred to in condition 7.3.2 on trust for TasteTech and not mix them with any other money, nor pay the proceeds into an overdrawn bank account; and

7.3.5 shall not deal with or dispose of the Product or any interest therein (other than by a sale to an independent purchaser buying for full value in the ordinary course of the Buyer's business).

7.4 Until such time as the property in the Product passes to the Buyer (and provided the Product is still in existence and has not been resold), TasteTech shall be entitled at any time to require the Buyer to deliver up the Product to TasteTech and if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Product is stored and repossess the Product.



7.5 The Buyer's right to possession of the Product shall terminate immediately on the occurrence of any of the events specified in Condition 10 below.

7.6 TasteTech shall be entitled to recover payment for the Product notwithstanding that ownership of any of the Product has not passed from TasteTech.

7.7 The Buyer grants TasteTech, its agents and employees an irrevocable licence at any time to enter any premises where the Product is or may be stored in order to inspect it, or, where the Buyer's right to possessions has terminated, to recover such Product.

7.8 Where TasteTech is unable to determine whether any product is the product in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by TasteTech to the Buyer in the order in which they were invoiced to the Buyer.

7.9 On termination of the Contract, howsoever caused, TasteTech's (but not the Buyer's) rights contained in this Condition 7 shall remain in effect.

8. WARRANTIES

8.1 Subject to the conditions set out below TasteTech warrants that the Product will correspond with its specification and be free from defects at the time of delivery and such further period (if any) as may be stated in the MSDS issued for the Product.

8.2 The above warranty is given to the Buyer subject to the condition that TasteTech shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow TasteTech's instructions or MSDS, misuse or alteration of the Product without TasteTech's approval.

8.3 Unless a certificate of conformity or analysis is issued by TasteTech, the Buyer warrants to test a sample of the Product immediately after delivery of the Product to satisfy itself that the Product is of a satisfactory quality and acceptable to the Buyer, taking into account the use to which the Product is to be put.

8.4 Any claim by the Buyer which is based on any defect in the quality or condition of the Product or its failure to correspond with specification or quantity ordered shall (whether or not delivery is refused by the Buyer) be notified to TasteTech within 5 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within 5 days after discovery of the defect or failure or by the use by date of the Product, whichever is the earlier but, in any event, by no later than 28 days from the original delivery date. If delivery is not refused, and the Buyer does not notify TasteTech accordingly, the Buyer shall not be entitled to reject the Product and TasteTech shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Product had been delivered in accordance with the Contract.

8.5 Where any valid claim in respect of the Product which is based on any defect in the quality or condition of the Product or its failure to meet specification is notified to TasteTech in accordance with these Conditions, TasteTech shall investigate the claim and, where appropriate, inspect the Product and test a sample. If TasteTech is satisfied that the claim is valid, it shall be entitled to replace the Product free of charge or, at TasteTech's sole discretion, refund to the Buyer the price of the Product (or a proportionate part of the price), but TasteTech shall have no further liability to the Buyer.



9. LIABILITY

9.1 Subject to Condition 8, the following provisions set out the entire financial liability of TasteTech (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:-

9.1.1 any breach of the Contract ;

9.1.2 any use made or resale by the Buyer of any Products or any part of them; and

9.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

9.2 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are excluded from the Contract to the fullest extent permitted by law.

9.3 Nothing in these Conditions excludes or limits the liability of TasteTech for death or personal injury caused by TasteTech's negligence or for any damage or liability incurred by the Buyer as a result of TasteTech's fraudulent misrepresentation, or for any matter which it would be illegal for TasteTech to exclude or attempt to exclude its liability.

9.4 TasteTech shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform, any of TasteTech's obligations in relation to the Product, if the delay or failure was due to any cause beyond TasteTech's reasonable control.

THE BUYER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 9.5

9.5 Subject to conditions 9.2 and 9.3:-

9.5.1 TasteTech's total liability in contract, tort (including negligence of breach of statutory duty), misrepresentation of otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to £2,000,000.

9.5.2 TasteTech shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs or expenses or other claims for consequential compensation whatsoever (however caused) which arise out of or in connection with the Contract.

10. INSOLVENCY OF BUYER

10.1 This Condition applies if:-

10.1.2 the Buyer makes any voluntary arrangement with its creditors or becomes subject to any administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of a solvent amalgamation or reconstruction); or

10.1.3 an encumbrancer takes possession or a receiver, administrative receiver or administrator is appointed for any of the property or assets of the Buyer; or

10.1.4 the Buyer ceases or threatens to cease to carry on business; or



10.1.5 TasteTech reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

10.2 If this Clause applies then, without prejudice to any other right or remedy available to TasteTech, TasteTech shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer immediately on giving notice to the Buyer, and the Buyer shall immediately pay to TasteTech all of TasteTech's outstanding unpaid invoices and interest, and if the Product has been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreements or arrangement to the contrary.

11. EXPORT TERMS

11.1 In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires any term or expression which is defined in or given a particular meaning by the provisions of Incoterms has the same meaning in these Conditions.

11.2 Where the Buyer so notifies TasteTech and TasteTech agrees in writing that the Product is supplied for export from the United Kingdom, Incoterms shall (subject to any special terms agreed in writing between the Buyer and TasteTech) apply notwithstanding any other provision of these Conditions, save that if there is any conflict between the provisions of Incoterms and these Conditions the latter shall prevail.

11.3 The Buyer shall be responsible for complying with all legislation and regulations governing the importation of the Product into the country of destination and for the payment of any duties thereon, and for obtaining and paying for all applicable export and import licences and permits.

11.4 Unless otherwise stated in Writing TasteTech shall be entitled to make partial deliveries and to determine the route and manner of the delivery of the goods and shall for the purpose of section 32(2) of the Sale of Goods Act 1979 be deemed to have the Buyer's authority to make such a contract with any carrier that TasteTech shall deem reasonable.

11.5 Payment of all amounts due to TasteTech shall be made in pounds sterling by irrevocable letter of credit opened by the Buyer in favour of TasteTech and confirmed by a bank acceptable to TasteTech or, if TasteTech has agreed in Writing on or before acceptance of the Buyer's order to waive this requirement, by acceptance by the Buyer and delivery to TasteTech of a bill of exchange drawn on the Buyer payable 30 days after delivery to the air or sea port of shipment to the order of TasteTech at such branch of HSBC in England as may be specified in the bill of exchange.

12. FORCE MAJEURE

TasteTech reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of Product ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in performing its obligations under the Contract or from carrying on of its business due to circumstances beyond the reasonable control of TasteTech including, without limitation, acts of God, government actions, war or national emergency, acts of terrorism, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), compliance with any law or governmental order, rule regulation or direction, failure of a utility service or transport network, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials or default of suppliers or sub-contractors provided that, if the event in question continues for a continuous period in excess of 180 days, the Buyer shall be entitled to give notice in writing to TasteTech to terminate the Contract.



13. GENERAL

13.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Any notice shall be deemed to have been received if sent by pre-paid first class post 2 working days after posting (excluding the day of posting) or if delivered by hand on the day of delivery.

13.2 No waiver by TasteTech of any breach of or any default under the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision and will in no way affect the other terms of the Contract.

13.3 Failure or delay by TasteTech in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

13.4 If any provision of these Conditions is held by any competent authority to be wholly or partly illegal, invalid, void, voidable, unreasonable or unenforceable it shall to the extent of such illegality, invalidity, voidness, voidability, unreasonableness or unenforceability be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

13.5 Each right and remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

13.6 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

13.7 The Buyer shall not be entitled to assign the Contract of any part of it without the prior written consent of the Company. TasteTech may assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract or any part of it to any person, firm or company.

13.8 The Contract and these Conditions constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter thereof. Each of the parties acknowledges and agrees that in entering into the Contract it does not rely on and shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to the Contract or not) other than as expressly set out in the Contract and these Conditions. The only remedy available to it shall be for breach of contract under the terms of the Contract. Nothing in this Condition shall, however, operate or limit or exclude any liability for fraud.

13.9 The Contract shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

Signed by a duly authorised signatory
For and on behalf of TasteTech: -

Signed by a duly authorised signatory
For and on behalf of Buyer: -

Signature:

Signature:

Name: Janis Sinton

Name:

Position:..... Managing Director

Position:.....

Company: TasteTech Limited

Company:.....

Date:..... 1st November 2009

Date:.....