

VIBRANT BRANDS LIMITED
Trading Brands East End, TRS, Fudco, Cofresh, Everest
("we"/"our"/"us")
CONDITIONS OF SUPPLY

1 General

- 1.1 These Conditions cover all sales of food and other goods ("Goods") by us.
1.2 These Conditions apply to all contracts for the supply of Goods to the exclusion of all others (including, without limit, any on your order).
1.3 The entire contract for any sale of Goods (the "Agreement") shall comprise these Conditions and your Order (as defined below).
1.4 Unless otherwise specified in writing, quotations are valid for only 2 days from the date of issue.
1.5 No order is binding on us until (i) we accept it in writing; or (ii) we deliver the Goods to you; or (iii) you collect the Goods from us, whichever is the later, whereupon it is the "Order". No Order may be cancelled in whole or part except with our prior written agreement and subject to a reasonable cancellation charge.

2 Delivery

- 2.1 Any delivery or performance dates are estimates only and you shall not be entitled to refuse delivery of Goods made outside the estimated delivery period or claim a price reduction or damages in respect of any such delivery.
2.2 Each instalment of Goods shall be a separate contract. Any default in delivery of an instalment shall not entitle you to cancel the remainder of the Agreement or treat it as repudiated.
2.3 Delivery will be made to the address stated in your Order. Any costs incurred to deliver the Goods elsewhere may be charged to you, as may any costs we incur by virtue of your failure to accept delivery of the Goods and we reserve the right to charge a reasonable fee for transportation, storage, and administration where Goods are refused for any reason.
2.4 Delivery of the Goods shall be deemed to have taken place on the earlier of (i) the time they are actually delivered to your premises, (ii) the time you collect them; (iii) the time they come under your control and (iv) the signing of our delivery note.
2.5 Where the delivery of goods require pallets these remain the property of us and are to be returned. Where pallets are not returned, we reserve the right to apply a charge of £20 per pallet.

3 Risk and Title

- 3.1 Risk in the Goods passes to you on collection or on delivery to you (as the case may be). Ownership of the Goods shall pass to you when you pay all monies owing to us.
3.2 We may sue you for the Price (as defined below) even though ownership has not passed. Until such time as ownership passes to you, you must store the Goods safely, securely, and separately from your own goods, clearly marked as our property.
3.3 You may use or re-sell the Goods in the ordinary course of your business prior to the passing of title provided that such use and or re-sale is of our property, on your behalf as principal.
3.4 You are deemed to have re-sold and or used the Goods in the order in which they were invoiced by us. If you are at any time late in making payment of any sum due to us or in breach of any Agreement, we shall be entitled to repossess those Goods to which title has not passed to you.
3.5 You grant us the right to enter upon any premises where the Goods are stored to affect such repossession and or at any time to inspect the Goods.
3.6 You may not pledge or in any way charge for any indebtedness any Goods which are our property. If you do so, you shall be in material irremediable breach of all Agreements and all sums owing to us from you shall become immediately due and payable.

4 Prices and Payment

- 4.1 The price for the Goods shall be the price agreed at the date of our acceptance of your Order ("Price") and is exclusive of VAT, duties, and levies. We reserve the right to charge a delivery fee in addition.
4.2 At any time before delivery we may adjust the Price to reflect any increase in our costs of supplying the Goods.
4.3 Goods bought on credit must be paid in within the agreed terms from the date of delivery. We reserve the right to charge you £45.00 administration charge in the event any cheque is returned unpaid.
4.4 If at any time your credit worthiness becomes unsatisfactory (in our sole opinion) or you exceed your credit limit, we may:
4.4.1 require advance cash payment for any future deliveries.
4.4.2 require other security satisfactory to us.
4.4.3 withhold any delivery or refuse collection; and or
4.4.4 terminate the Order with immediate effect.
4.5 All amounts due shall be paid by you to us in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
4.6 We reserve the right to set-off any amount due by you and unpaid after the time for payment has passed against any monies owing from us to you for any reason.
4.7 If you default on any payment under any Agreement or we terminate an Agreement in accordance with Condition 9, all payments due under all Agreements between us shall become payable immediately and we may:
4.7.1 charge you interest at the maximum rate permissible by law.
(a) calculated (on a daily basis) from the due date until payment; and
(b) before and after any judgment (unless a court orders otherwise).
4.7.2 claim fixed sum compensation from you as permitted by law to cover our credit control overhead costs; and
4.7.3 recover (under Condition 4.8) the cost of taking legal action to make you pay.
4.8 You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs, legal costs on a full indemnity basis and the cost of instructing a debt recovery agency to recover a debt due to us if any) following any breach by you of any of your obligations under any Agreement.

5 Claims

- 5.1 You shall not be entitled to any compensation or reduction in or refund of the Price or any part thereof, or to make any claims in respect of weight shortage and or partial non-

delivery of the Goods or any part thereof unless you notify us in writing within 48 hours of delivery of the Goods giving full details of such claim.

5.2 You shall not be entitled to any compensation or reduction in or refund of the Price or any part thereof, or to make any claims, or to receive any credit in respect of the condition, description and/or quality of the Goods unless you notify us in writing within 48 hours of delivery of the Goods giving full details of such claim.

5.3 Unless (i) a written claim is received by us within the time periods set out in Conditions 5.1 and/or 5.2 and (ii) we have been given an opportunity to inspect the Goods, we shall have no liability for breach of the Agreement.

5.4 Our sole liability for claims arising out of Conditions 5.1 and/or 5.2 shall be at our discretion to replace any non-conforming Goods or refund the Price of the non-conforming Goods.

5.5 All warranties conditions and/or terms implied by law are excluded to the fullest extent permitted by law.

5.6 All samples issued by us are issued for the sole purpose of giving an approximate idea of the Goods for sale. Samples shall not form part of the Agreement and any Order is not a sale by sample.

6 Compliance

6.1 You shall be responsible for compliance with all laws and regulations applicable to the storage, use, handling, and labelling of all Goods as from their delivery or collection and the disposal of all wastes and residues (including packaging but excluding pallets) resulting from your use storage and/or disposal of the Goods.

6.2 You warrant that any exportation of our Goods will be in strict conformance with applicable law, including relevant export control regulations.

6.3 You confirm that you will not use such Goods or facilitate their use by third parties in violation of such regulations or applicable law.

7 Force Majeure

7.1 We shall not be liable for failure to perform under any Agreement caused by a circumstance or event beyond our reasonable control including, without limit, shortages of or inadequate sources of raw materials, component parts or essential utilities.

7.2 In case of any shortages of raw materials or component parts we reserve the right to apportion Goods on an equitable basis in our sole discretion.

8 Limitation of Liability

8.1 In no event will we be liable for loss of profits, business, revenue, goodwill or anticipated savings, damage to reputation or any special indirect or consequential loss, whether in contract, tort (including, without limit, negligence) or otherwise and regardless of whether we knew or had reason to know of the possibility of the same.

8.2 Except as follows, our liability to you in respect of all causes of action arising in contract, tort (including, without limit, negligence) or otherwise under, in connection with or, arising out of, the Agreement shall not exceed the aggregate of the Price of the Goods sold or provided under the relevant Agreement.

8.3 We do not limit our liability for fraudulent misrepresentation, for death or personal injury caused by our negligence or for any other liability the exclusion or limitation of which is prohibited by English law.

9 Termination

9.1 Any Agreement and any performance pursuant to it may be terminated by a party immediately if the other party (a) is the subject of bankruptcy, insolvency or similar proceedings or (b) defaults in its material obligations under the Agreement and, if remediable, such default is not cured within 7 days from the date of sending of a default notice by registered letter.

9.2 We also reserve the right to suspend supply of Goods if we have a right to terminate under this Condition 9.

10 General

10.1 Each party's rights and remedies are cumulative and no failure or delay by either party in enforcing its rights or remedies shall be construed as a waiver of such rights or remedies unless stated by the waiving party in writing to be so, nor shall any partial exercise of a right or remedy preclude or limit the further exercise of that or any other right or remedy.

10.2 The invalidity, unenforceability, or illegality of any part of an Agreement shall not affect the remainder of it which shall remain in full force and effect.

10.3 The Agreement sets out the entire agreement between the parties and may not be varied except by the written agreement of the parties.

10.4 You acknowledge that in entering into each Agreement, you did not reply upon any matters that are not set out in it.

10.5 No Agreement may be assigned in whole or in part without our prior written consent.

10.6 A person who is not a party to an Agreement shall not derive the right to enforce any of the terms of that Agreement by virtue of the Contract (Rights of Third Parties) Act 1999 or otherwise.

11 Anti-bribery and Corruption

11.1 You shall (i) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010, (ii) not bribe, promise or give financial advantage to another person (including a Foreign Public Official) whether directly or indirectly and must not receive any bribe, promise or other financial advantage from a third party which in each case may be designed or intended to induce or reward the improper performance of a function or activity, (iii) promptly report to us any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of any Agreement and, at our request, confirm in writing that you have complied with this Condition 11.1 and provide such supporting evidence of compliance as we may reasonably request.

11.2 Breach of this Condition 11 shall be treated as a material breach of the Agreement for the purposes of Condition 9.1.

12 Intellectual Property Rights

12.1 All intellectual property rights (including, without limitation, trademarks, copyright, and design rights) used in our business and/or arising out of the sale of Goods shall be owned by us.

12.2 You shall not use our intellectual property rights at any time without our prior written consent other than for the purposes of the onward sale of the Goods.

13 Data Protection

13.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 13 is in addition to, and does not relieve, remove, or replace, a party's obligations under the Data Protection Legislation. "Data Protection Legislation" means any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

13.2 The parties acknowledge that for the purposes of the Data Protection Legislation, you are the Data Controller, and we are the Data Processor (where "Data Controller" and "Data Processor" have the meanings as defined in the Data Protection Legislation).

13.3 Without prejudice to the generality of Condition 13.1, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to us for the duration and purposes of any Agreement (where "Personal Data" has the meaning as defined in the Data Protection Legislation).

13.4 Without prejudice to the generality of Condition 13.1, we shall, in relation to any Personal Data processed in connection with the performance by us of our obligations under any Agreement:

13.4.1 process that Personal Data (which shall include the names, addresses and contact details of your employees) for the purposes of the administration of your account, unless we are required by Data Protection Legislation to otherwise process that Personal Data.

13.4.2 ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

13.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

13.4.4 not transfer any Personal Data outside of the European Economic Area unless your prior written consent has been obtained.

13.5 You consent to us appointing third-party processors of Personal Data under these Conditions.

14 Governing Law

All Agreements shall be governed by English law and both you and we submit to the exclusive jurisdiction of the English courts (including for any non-contractual claims).