

Lakeside Food Group Limited

Standard Terms and Conditions of Purchase



- 1. Contract:** These terms and conditions shall apply to the purchase of goods (**Goods**) by Lakeside Food Group Limited (**Buyer**) from the (**Seller**). These terms and conditions may only be modified or supplemented by a written instrument duly executed by an authorised representative of Buyer, including without limitation Buyer's purchase orders or Buyer's detailed requirements and specifications for the Goods (**Specification**), which together comprise the contract between Buyer and Seller (**Contract**). The Contract shall supersede any terms and conditions proposed by Seller which are inconsistent with, or in addition to, the terms and conditions set forth in the Contract, including those in Seller's order confirmations or invoices.
- 2. Price and Payment:** Unless otherwise agreed in writing, the price stated in the Contract shall be the price and such price shall include any shipping and handling charges and any and all taxes, tariffs and duties. Seller shall be responsible for arranging and paying for all transport and insurance costs to the point of delivery. The Seller shall be entitled to raise their invoice on or at any time after delivery of the Goods and each invoice shall quote the Buyer's purchase order number.
- 3. Passing of property:** Title to and risk of damage to or loss of the Goods shall pass to Buyer when the Goods are delivered at the FOB point specified by Buyer in the Contract. If no FOB point is specified then the Goods shall be shipped FOB Buyer's premises.
- 4. Inspection of goods:** Without prejudice to any other of its rights, Buyer may reject any or all of the Goods if the Goods or Seller fail to comply with the Contract or the Specification. Buyer shall not be deemed to have accepted any Goods until Buyer has had a reasonable time to inspect them following delivery, or if later, within a reasonable time after any latent defect in the Goods has become apparent. The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the Seller's premises or those of any third party prior to despatch and the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing. If as a result of inspection the Seller is not satisfied that the Goods will comply with the Contract, and the Buyer so informs the Seller within 7 days of inspection or testing, the Buyer shall take such steps as are necessary to ensure compliance.
- 5. Warranty:** Without prejudice to any other rights Buyer may have, Seller warrants to Buyer that the Goods supplied pursuant to the Contract will (a) conform to the Specification and to the quantity, quality, description and particulars stated in the Contract; (b) be of merchantable quality and fit for the purpose held out by Seller or made known to Seller; (c) be equal in all respects to any samples provided by Seller; (d) be free and clear of all security interests, liens, charges or encumbrances of any nature; (e) not infringe the intellectual property rights of any third party other than any intellectual property rights supplied by the Buyer under this Contract; and (f) comply with all statutory requirements, regulations and codes of practice applicable to the manufacture and sale of the Goods.
- 6. Termination:** Buyer may terminate all or part of this contract upon notice in writing to Seller upon the occurrence of any of the following: (a) Seller's material or persistent breach of any of the provisions of this Contract; (b) any unauthorised assignment, sub-contracting or transfer of this Contract; and (c) any material adverse change in the financial condition of the Seller, which Buyer in good faith believes will affect Seller's timely and full performance under this Contract, including without limitation Seller's insolvency, receiving order or administration order, composition or arrangement with or for the benefit of creditors, resolution or court order that Seller's company shall be wound up.
- 7. Remedies:** In the event of Seller's breach of this Contract or the Specification Buyer may take the following actions without prejudice to any other rights or remedies available to Buyer: (a) require Seller to replace any defective or non-conforming Goods and upon Seller's failure or refusal to do so replace the same at Seller's expense; (b) reject any shipment or delivery containing defective or non-conforming Goods and return the same at Seller's expense for a full refund; or (c) in the event of Seller's non-delivery or insufficient supply obtain replacement goods and Seller shall reimburse Buyer for the difference in price of the replacement goods. Buyer may offset from Seller's invoices any amounts owed by Seller to Buyer under this Contract.

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- 8 Insurance:** Seller shall obtain and keep maintained insurance with a reputable insurer for product liability, public liability and property damage in amounts agreed with Buyer and shall provide evidence of such insurance to Buyer upon request.
- 9 Indemnity:** Seller shall indemnify, defend and hold harmless Buyer against all actions, suits, claims, demands, costs, charges, damages, losses and expenses suffered or incurred by Buyer, including those for which Buyer may be liable to any third party, due to, arising from or in connection with: (a) the breach of any provision of the Contract by Seller; (b) the negligent or wilful acts or omissions of Seller, Seller's servants, agents or contractors in supplying and delivering the Goods; (c) any defect in the workmanship, materials or design of the Goods or their packaging; and (d) any infringement or alleged infringement of any patent, copyright, registered design, design right, trade mark, trade name or other intellectual property supplied by Buyer under this Contract.
- 10 Product Recall:** Buyer shall have the sole right, exercisable in its discretion, to initiate and direct the content and scope of a recall, market withdrawal, stock recovery, product correction and/or advisory safety communication regarding the Goods. Buyer at its discretion shall determine the manner, text and timing of any publicity to be given to such matters. In the event that recall action is initiated or directed by Buyer, Seller agrees to fully co-operate and take all such steps as are reasonably requested to implement the recall action in the timely and complete manner. Any and all action to be taken in connection with the recall action shall be in accordance with applicable laws and regulations.
- 11 Confidentiality and intellectual property:** Any technical specification, Buyer's trade secret or propriety information, formulas, recipes or financial or business information and plans, and any copyright, registered or unregistered design right or other intellectual property rights therein (**Confidential Information**), which may be supplied by Buyer to Seller shall be the exclusive property of Buyer. Any such Confidential Information shall be kept confidential by Seller at all times and shall not be disclosed to any third party or used except as expressly authorised in writing by Buyer or to the extent that the Confidential Information is or becomes public knowledge through no fault of Seller or as required by law. Any such Confidential Information shall be returned to the Buyer immediately after use. Any patent, copyright, registered or unregistered design right or other intellectual property rights in or resulting from any design or any other work carried out by Seller at the request of Buyer in performing its obligations hereunder shall exclusively vest in Buyer, and Seller hereby grants and assigns such rights to Buyer.
- 12 Law of the Contract:** The Contract shall in all respects be governed by and construed in accordance with the English language and English law and shall be deemed to have been made in England and the parties agree to submit to non-exclusive jurisdiction of the courts of England.
- 13 General:** The time of delivery of the Goods shall be of the essence of the Contract. Delay in exercising, or failure to exercise, any right or remedy in connection with this Contract shall not operate as a waiver of that right or remedy. A waiver of breach of this Agreement shall not constitute a waiver of any subsequent breach.
- 14 Agreement:** In acknowledgement of its agreement to the foregoing, Seller has caused its duly authorised representative to execute this Contract below.
- 15 Force Majeure:** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.