

GENERAL CONDITIONS OF SALE OF PB GELATINS UK LTD.

These General Conditions of Sale ("Contract") apply to any sale of goods by PB Gelatins UK Ltd. ("Seller"), including all quotes, offers and contracts by which Seller delivers any kind of products and/or services to the Buyer, and form a binding contract between Buyer and Seller. Any changes to these Contract will be only valid if both parties have expressly agreed in writing. The applicability of general purchasing conditions or other conditions of the Buyer is hereby excluded, unless otherwise agreed in writing. The parties agree as follows:

1.- Quotations, offers and confirmation of orders

Quotations are made without commitment for Seller. Seller is bound only by written confirmation of orders. Offers made by Seller are binding during the validity period stated in the offer.

2.- Assignment

This Contract is personal to the parties hereto and shall not be assigned to any third party by either Buyer or Seller without the other party's written consent.

3.- Delivery time

Unless otherwise agreed in writing, the delivery time quoted by Seller is a best estimate only and without commitment. Late delivery cannot give rise to any indemnity.

4.- Force majeure

Seller reserves the right to cancel, delay, or suspend delivery of the goods where performance has become impossible, impracticable, or significantly more costly as a result of any cause, whether or not foreseeable, beyond the reasonable control of Seller, and which would constitute an obstacle to the normal course of supply, manufacture or shipment (including but not limited to acts of God, war, accident, fire, flood, strikes, lock-outs, sit-ins, total or partial cessation of operations by administrative decision, mobilization, requisition, embargo, import or export restrictions or governmental measures of any kind, reductions in or unavailability of power at manufacturing plant, breakdown of any kind or machinery, shortage or unavailability of fuel or raw materials from normal sources or routes of supply, non-respect by a third party of its obligations towards Seller and disproportionate price increases by the suppliers of Seller, or any other reason which is not attributable to Seller).

5.- Terms of payment

(i) Terms of payment will be in accordance with Seller's standard terms of payment in the United Kingdom. Such terms of payment applicable at the date hereof will be Net 30 days from invoice date or before delivery of the goods if required by the Seller (prepayment).

(ii) Unless there are stipulations to the contrary which have been accepted by the Seller in writing, invoices are payable at the address shown on the invoice without discount or deduction of any kind.

(iii) In the event that Buyer's credit worthiness or ability to pay is or may be impaired, in the reasonable opinion of Seller, or Seller is unable to obtain adequate third-party credit insurance to cover the total outstanding amount due by Buyer to the Seller, at terms commonly used by Seller in the ordinary course of its business, Buyer shall upon Seller's request provide security for payment in the form requested by and satisfactory to Seller at Buyer's expense and Seller in addition to any other remedies shall have the right without further notice to postpone or withhold supply of product to Buyer until such security is provided. If no such security is provided within a period of maximum 15 business days, Seller is entitled to terminate the contract in accordance with clause 10.

(iv) Any invoice unpaid on the due date shall be subject to, automatically and without prior notification, an interest addition at the rate of 2% per month or part thereof. If Seller takes legal action to collect any amount due, the Buyer shall pay all court costs plus reasonable attorney fees incurred by Seller in bringing such legal action, except as expressly disallowed by law.

6.- Warranty and disclaimer

(i) Seller warrants that the goods furnished to the Buyer will comply with all applicable governmental regulations and quality standards at the time the goods were put into circulation. During the shelf life that appear on the packaging the goods shall conform to the specifications given by Seller at the time of delivery, provided the goods are handled and stored in closed original packaging under cool, dry and odourless conditions, and in accordance to the recommendations of the Safety Data Sheet ("MSDS"). All other warranties or conditions as to quality or description (statutory or otherwise) are excluded except insofar as such exclusion is prevented by law.

(ii) Any recommendation or suggestion relating to the use of the goods made by the Seller either in technical literature or in response to specific enquiry or otherwise is given in good faith but it is for Buyer to satisfy himself of the suitability of the goods for his own particular purpose. Since the final processing and use of the goods are beyond Seller's control, **Seller gives no warranty as to the merchantability or fitness of the goods for any particular purpose and any implied warranty or condition (statutory or otherwise) is excluded except insofar as such exclusion is prevented by law.**

(iii) This warranty is not extended to the particularities of the final product sold by blenders or Buyers who reconditions the goods.

7.- Exclusive remedies

(i) The Buyer shall immediately examine any delivery upon receipt and notify Seller in writing of any defects in the goods. Any complaints about apparent defects must be formulated in writing at the latest within eight working days after delivery and complaints for hidden defects must be formulated in writing at the latest within eight working days after discovery of such hidden defect. The use, even of a part of the delivery, shall be considered as the acceptance thereof. Complaints for apparent and/or hidden defects can only be made before processing or mixing the goods, unless Buyer can demonstrate that a hidden defect could not have been detected before processing or mixing the goods. Any claim made outside these time limits shall have no effect. In all cases of complaint, Buyer must take all necessary measures to allow Seller to examine the goods on the spot.

(ii) If a complaint is recognized as justified, Seller shall, at its option, either: (a) replace such non-conforming goods; or (b) repay or credit the purchase price paid for such goods to the Buyer. The Buyer shall not return any such non-conforming goods to

Seller or incur any shipping or other charges in respect of such goods without Seller's prior written consent.

(iii) Replacement of or repayment or credit for such non-conforming goods shall be the Buyer's exclusive remedy for and shall constitute satisfaction of any and all liabilities of Seller with respect to any non-conformance of or defect whatsoever in the goods. Seller cannot be held responsible for any other damages.

(iv) In no case may the Buyer use a complaint as a pretext for suspending or delaying his payments.

8.- Limitation of liability

(i) The warranties and remedies defined in clauses 6 and 7 set out the entire liability of Seller in respect of the sale of the goods and shall be in lieu of any condition or warranty express or implied by law or otherwise. Under no circumstances shall Seller assume liabilities in excess of those defined in clauses 6 and 7 above.

(ii) Save as provided in clause 8 (i) and outside of the cases described on it, **to the maximum extent permitted by applicable law, the total aggregate liability of PB is limited to the payment of direct damages, up to a maximum amount that equals the price (VAT excluded) paid by the Buyer for the relevant delivery, except in the event of wilful misconduct by Seller. The liability of Seller for indirect damages is always excluded, except in the event of wilful misconduct of Seller. Indirect damages include, but are not limited to: consequential damages, loss of profit, revenues or economy, loss of production, costs of business interruption, loss of goodwill or clients, third party claims, reputational or moral damages. Seller will have no other liability on whatever ground.**

(iii) Notwithstanding clause 8 (i) and (ii) nothing in these Contract shall exclude or limit Seller's liability for death or personal injury or any other liability which cannot be excluded or limited by applicable law, as far as it is proved that such damages were exclusively caused by the goods of Seller or any fault or negligence of Seller.

(iv) Seller's pricing reflects this allocation of risks and limitation of liability.

(v) The limited liability of Seller in case of breach of Contract will only be accepted when the Buyer immediately serves a valid written notice to Seller, including a reasonable cure period to remedy the problem, and provided (a) Seller has not executed its obligation at the end of this term, and that (b) Buyer is not in breach of Contract. The notice has to specify in as much detail as reasonably possible the alleged fault of Seller, in order to allow Seller to take the necessary action.

(vi) The Buyer will hold Seller harmless against all product liability claims of third parties based on the fact that a product has been delivered by the Buyer to a third party and that such product was partly composed of materials or goods delivered by Seller to the Buyer, unless the Buyer conclusively proves that the alleged damages have been caused solely by Seller's materials or goods.

9.- Delivery, passing of property

By placing an order under Incoterms® Ex Works and/or FCA, the Buyer gives Seller a mandate to sign CMR transport documents on behalf of the Buyer ("consignor"). The property in the goods shall remain with the Seller and shall pass to Buyer upon full payment.

10.- Termination of Contract

If the Buyer fails to comply with any of his obligations for instance by refusing, for whatever reasons, to take delivery of the goods (in particular the absence of precise instructions for delivery is counted as a refusal of this nature) the Seller will be entitled to terminate the Contract and also, at the Seller's discretion, any order which is in the process of being carried out without prejudice to all other rights and claims for damages.

11.- Notification of loss, damage, or non-delivery of goods or packages

Buyer shall advise the Carrier and Seller in writing (otherwise than by a qualified signature on the Carrier's consignment note or delivery document) within the following time limits:

(i) For loss from a package or from an unpacked consignment or for damage to or non-delivery of any part of a consignment within 3 days of the date of delivery of the consignment or part consignment followed by a valued claim in writing within 7 days after the termination or transit.

(ii) Non delivery of or damage to a whole consignment within 28 days of notice of dispatch (other than upon a consignment note or delivery document) followed by a valued claim in writing within 42 days after the commencement.

12.- Applicable law

The laws of England shall apply to and govern the interpretation of the Contract, with exception of the United Nations Convention on Contracts for the International Sale of Goods. Any disputes arising out of or in connection with this Contract shall be irrevocably submitted to the English courts.

PB Gelatins UK Ltd - Bank Details				
BNP Paribas London Branch 5 Aldermanbury Square London EC2V7HR Tel: 020 3029 68000 Fax: 020 3029 68810 Sort Code: 406384	Account	Account Number	IBAN Number	Swift/BIC Code
	GPB	14901022	GB87 BNPA 406384 14901022	BNPA GB22
	USD	14901048	GB64 BNPA 406384 14901048	BNPA GB22
	EURO	14901014	GB12 BNPA 406384 14901014	BNPA GB22
	JPY	14901030	GB65 BNPA 406384 14901030	BNPA GB22