

**ANPARIO PLC
CONDITIONS OF SALE**

IN THESE conditions "the Seller" means Anpario plc. "The Buyer" means the person, firm or company purchasing the goods, "The Goods" means the goods or materials which shall be the subject of the contract between the Seller and the Buyer, "The Price" means the price specified in the Seller's quotation, price list, acknowledgement of order or otherwise communicated to the Buyer and agreed.

1. ACCEPTANCE OF ORDER

(i) No order submitted by the Buyer is accepted by the Seller until the Seller expressly confirms its written acceptance by means of a formal acknowledgement of order or, in the absence of any formal acknowledgement, when the Supplier delivers the Goods to the Buyer.

(ii) All orders are accepted by the Seller subject to these Conditions of Sale unless otherwise varied by agreement in writing.

(iii) This Agreement constitutes the entire agreement between the parties relating to its subject matter, and supersedes all representations, including all pre-contract misrepresentations and misstatements negligently or innocently made, agreements, negotiations or understandings between the parties, except that nothing in this Agreement affects the liability of either party for any fraudulent misrepresentation.

2. THE PRICE

(i) The Seller may at any time before delivery increase the price of the undelivered balance of the Goods by notice in writing to the Buyer. In such event the Buyer may within seven days of receipt of such notice in writing cancel the order so far as the undelivered balance of the Goods is concerned.

(ii) Unless otherwise stated on acceptance or otherwise agreed in writing by the Seller, the price of the Goods shall include the Seller's costs of standard packing, insurance but not delivery of the goods.

3. DELIVERY

Unless otherwise agreed in writing between the Seller and the Buyer the following provisions shall apply:-

(i) Delivery of the Goods shall take place when the Goods shall be delivered at the address specified on the seller's quotation, acknowledgement of order or other documentation, or when the Goods are made available at the Seller's premises for collection by the Buyer.

(ii) The delivery date or dates specified on the Seller's acceptance or order are estimates only. The Seller shall not be liable for failure to deliver by such date or dates or for any loss arising directly out of delay in delivery; nor shall the Buyer be entitled to refuse to accept the Goods because of late delivery.

(iii) The risk if any loss or damage to or deterioration of the goods shall be borne by the Buyer from the time delivery has taken place.

(iv) In respect of sea transit the Seller shall not be required to give the Buyer notice relating to insurance of the Goods referred to in Section 32 (3) of the Sale of Goods Act 1893.

4. PROPERTY

(i) Ownership of the Goods passes to the Buyer upon the Seller receiving payment in full of the Price, and all other amounts due to the Seller from the Buyer from time to time (and not before).

(ii) Until ownership of the Goods passes to the Buyer, or (if earlier) the Buyer exercises its rights in relation to particular Goods (and, in that case, thereafter in relation to all (if any) other Goods), the Buyer shall

(a) hold the Goods as the Seller's fiduciary bailee;

(b) keep the Goods separate from all other goods held by the Buyer and readily identifiable as the property of the Seller;

(c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(d) maintain the Goods in a satisfactory condition, insured on the Seller's behalf for their full price against all risks; and

(e) hold the proceeds of insurance referred to in 4(ii)(d) on trust for the Seller and not mix them with any other money, nor pay the proceeds into an overdrawn account.

(iii) The Seller may at any time recover Goods or resell them until they are owned by the Buyer

(iv) The Seller is entitled by its employees or other representatives to enter the premises of the Buyer where the Goods are stored (or where the Seller has reasonable grounds to believe the Goods are stored) without notice:

(a) for auditing the Buyer's compliance with 4(ii); or

(b) to recover the Goods under 4(iii)

and the Buyer shall at the request of the Seller procure the right for the Seller, its employees and representative to enter any premises of any third party where the Goods are stored for either or both of these purposes

(v) The Buyer may resell the Goods and pass good title to its customers.

(vi) The Buyer may incorporate the Goods into, mix the Goods with, or attach the Goods to, other goods, in which case, provided the Goods remain identifiable and severable, they remain subject to the terms of the Agreement.

(vii) Where any Goods are sold by the Buyer before ownership of the Goods passes to the Buyer:

(a) the proceeds of sale which represent or are equivalent to the amount owed by the Buyer to the Seller in respect of the Goods shall be held by the Buyer upon trust for the Seller, and paid into a separate bank account designated for that purpose; and

(b) the Seller shall be entitled to trace the proceeds of sale into that bank account (or wherever the proceeds may in fact be located), and the Buyer authorises the Seller to make enquiries of its bankers (or otherwise as appropriate) relating to those proceeds.

5. PAYMENT

(i) The Buyer shall pay the Price in full when due and without set-off or counterclaim in respect of any liability of the Seller.

(ii) Unless otherwise stated, all payments due under the Agreement are subject to the receipt by the paper of a valid invoice, and shall be paid within twenty eight (28) Business Days after the date of the invoice.

(iii) Any amount due to the Seller is not to be taken to have been made or received for the purposes of the Agreement unless and until the amount is received by the Seller in cash or cleared funds.

(iv) The Price is exclusive of value added tax, which if payable shall be added to the Price and paid by the Buyer.

(v) Time of payment is of the essence. If the Customer fails to pay any sum due and payable under the Agreement by the due date then, without prejudice to any other right or remedy the Seller may under this Agreement, the Seller may charge the Buyer interest on such overdue amounts at the rate of 3% per annum above the base rate of the Bank of England from time to time. Such interest shall accrue on a daily basis from the due date to the date of actual payment of the overdue amount (whether before or after judgment). The Buyer shall pay the interest together with the overdue amount.

(iv) The Seller is entitled from time to time without notice to the Buyer both before and after demand to set-off against any amount:

(a) held by the Seller and paid by or on behalf of the Buyer, whether under the Agreement or otherwise, including the Price, or

(b) due to the Buyer from the Seller, whether in respect of any liability of the Seller under or in connection with the Agreement or otherwise, any losses incurred or sustained by the Seller by reason of the breach of the Agreement by the Buyer or the negligence, fraud or wilful misconduct of the Buyer.

(vii) Where the Seller holds amounts paid by or on behalf of the Buyer, the Seller is entitled to elect which amounts it exercises its rights of set-off against and the order in which it does so.

6. LIEN

The seller shall in respect of all unpaid debts due from the Buyer under this or any other contract have a general lien on all Goods and property of the Buyer in its possession (although such Goods or some of them may have been paid for) and shall after the expiration of fourteen (14) days written notice to the Buyer be entitled to dispose of such Goods and property as it deems fit, and apply the proceeds towards such debts.

7. SHORTAGES AND DAMAGE AND/OR LOSS IN TRANSIT

(i) Unless otherwise agreed in writing between the Buyer and the Seller, the Seller may deliver against any order an excess or deficiency of up to ten (10) per cent of weight or volume ordered without any liability whatsoever to the buyer save that the price shall be adjusted accordingly.

(ii) The Buyer shall inspect the Goods immediately upon delivery and shall within three (3) days of such delivery give notice in writing to the Seller and the carrier of all claims on account of damage to or total or partial loss of goods in transit. Claims for non-delivery must be submitted in writing to the seller within fourteen (14) days after notification of despatch. Quality claims must be made in writing immediately after the Buyer learns of the defect and in any event not later than twenty-eight (28) days after the Buyer's receipt of the Goods. Any claim not made in writing and received by the Seller with the aforesaid time limits shall be deemed waived.

(iii) If the Seller fails to make delivery or makes a defective delivery of any one instalment such failure or defective delivery shall not vitiate the contract as regards other instalments.

(iv) The Buyer's only remedy in respect of defective Goods or non delivery of Goods is, at the Buyer's option, that the Seller shall be obliged to refund the price paid in respect of the Goods or provide replacement Goods.

8. SELLER'S WARRANTY AND LIMITATION OF LIABILITY

(i) The Seller warrants that the Goods are produced in accordance with the specifications stated on the label affixed to or provided with the Goods.

(ii) The Buyer shall store the Goods in accordance with the Storage instructions set out in the Seller's "Safety Data Sheet".

(iii) The Buyer acknowledges that the Goods are safe whilst stored and used in accordance with the Safety Data Sheet. However, where the Goods are stored or used other than in accordance with the Safety Data Sheet they may deteriorate or become unstable. The Buyer must take all reasonable measures to store and use the Goods properly following the instructions in the Safety Data Sheet or otherwise notified to the Buyer by the Seller in order to prevent the Goods becoming a health and safety risk.

(iv) It is a condition of the sale of the Goods to the Buyer that the Buyer acknowledges that the Seller disclaims all liability arising from the Buyer's storage or use of the Goods to the maximum extent permitted by law.

(iii) All warranties, conditions or terms not set out in this Agreement and which would otherwise be implied or incorporated into the Agreement by statute, common law or otherwise (other than as to statutory interest, and title to goods) are hereby excluded except to the extent they may not be excluded or limited by law.

(vi) In no event shall the Seller be liable, whether for breach of contract, any tortious act or omission (including negligence) or otherwise, under or in connection with the Agreement for any loss for which the Buyer has assumed the risk under the Agreement, loss of profit, loss of reputation, loss of business, revenue or goodwill, anticipated savings, LIEN or damage to data, or for any consequential or indirect loss, and regardless of whether the loss or damage would arise in the ordinary course of events, is reasonably foreseeable, is in the contemplation of the parties or otherwise.

(vii) The Seller's total financial liability for all claims by the Buyer shall not exceed the price paid for Goods under this Agreement at the date the claim arises.

(viii) Nothing in this Agreement, including this clause 8 shall, affect the liability of the Seller for death or personal injury, fraud or any other liability to the extent that it cannot be excluded or limited by law.

9. FORCE MAJEURE

(i) Deliveries may be partially or totally suspended by either party during any period in which it is prevented from manufacturing delivering or taking delivery of the goods through any circumstances outside its control.

(ii) If because of such circumstances, the Seller is unable to supply the total requirement of the Goods the Seller may allocate its available supply (after satisfaction of its own requirements) among all of its customers, including those not under contract, as the Seller thinks fit.

(iii) Deliveries suspended under this Clause 9 shall be cancelled without liability, but the contract between the parties shall otherwise remain unaffected.

10. BUYER'S WARRANTY

(i) The Buyer warrants that he has complied, and will continue to comply, with all regulatory, legal and other requirements in relation to the purchase, transport, storage use and sale of the Goods.

(ii) The Buyer must not violate any Applicable Anti-Bribery Law.

(iii) The Buyer has and must at all times implement adequate procedures designed to prevent it or any Associated Person from engaging in any activity which would constitute an offence under the Bribery Act 2010 if it were carried out in the UK, or violate any Applicable Country Anti-Bribery Law.

11. INDEMNITY

The Buyer shall indemnify the Seller in respect of all damage or injury occurring to any person, firm, company or property and against all actions, suits, claims and demands, charges or expenses in connection therewith for which the Seller may become liable in respect of the Goods sold under the contract in the event that the damage or injury shall have been occasioned otherwise than by the negligence of the Seller.

12. DEFAULT

The Seller reserves the right (without prejudice to its other rights and remedies) either to terminate the contract between parties or to suspend further deliveries under it or

require payment in advance in the event that the Buyer fails to pay for any one delivery when it becomes due or the Buyer's financial situation becomes unsatisfactory to the Seller.

13. DUTY

The Buyer will pay all import duties, V.A.T. and other taxes.

14. INTELLECTUAL PROPERTY

(i) No representation, warranty or indemnity is given by the Seller that the goods do not infringe any letter patent, trademark, registered designs or other intellectual property rights.

(ii) All intellectual property rights in the Goods belong to the Seller and/or its subsidiaries. Intellectual Property comprises all formulations, patents, know-how, trade marks, product registrations, registered designs in each case in the United Kingdom and all other countries in the World and together with all renewals and extensions. Anpario Trade Marks means any trade marks or logos, and any registrations or applications to register those trade marks or logos, anywhere in the world, that are owned by the Seller and/or its subsidiaries, whether or not related to the Goods, and any other trade marks that the Seller may own at any point in the future. The Buyer shall not register or apply to register any trade mark in the Territory or elsewhere in the world that is identical or confusingly similar to any of the Anpario Trade Marks or adopt or use any trade mark, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable imitation of, any of the Anpario Trade Marks, or which competes with any of the Anpario Trade Marks or is a translation or transliteration of any of the Anpario Trade Marks.

15. ASSIGNABILITY

The Contract of which these conditions form part is personal to the Buyer who shall not assign the benefit thereof without the Seller's written consent.

16. TERMINATION

Within 30 days of termination or expiry of this Agreement, the Buyer shall pay any and all outstanding amounts due to the Seller together with any interest due on such overdue amounts in accordance with clause 5(v).

17. LAW AND JURISDICTION

These conditions and the contract between the parties shall be construed and applied in accordance with the laws of England and the Buyer agrees for the benefit of the Seller that the English Courts shall have exclusive jurisdiction in any dispute relating thereto. This clause shall not prevent the Seller from bringing proceedings in the courts of any jurisdiction.