

General Terms and Conditions of Supply for March Foods Limited

Article 1 – Definitions of these terms and conditions

The terms and conditions apply to every contract between "The Buyer" and a manufacturing or packaging company belonging to March Foods Limited hereafter known as "March Foods Ltd".

"Supply Contract", the agreement constituted by "March Foods Ltd" as the acceptance of "The Buyer's" Order.

"March Foods Ltd" and "The Buyer" referred to as "The Parties".

"The Buyer" agrees that the "March Foods Ltd" Terms and Conditions of supply constitutes the entire understanding between them and supersedes all agreements, representations, or understandings, whether written or oral. Any terms and conditions proposed by "The Buyer", whether included in correspondence, purchase orders, or other documents, whether written or oral are expressly excluded and shall have no effect unless explicitly agreed to in writing by "March Foods Ltd"

"The Buyer" is also understood to mean every party with which "March Foods Ltd" concludes a contract other than a commission contract

Article 2 – Offers

Offers given by March Foods Ltd are free of obligation until formal acceptance in writing of a Supply Contract between The Parties. Offers are valid for acceptance for 30 days from offer date, unless stated otherwise. The Supply Contract may be revoked by March Foods Ltd within 7 days of receipt, following which period "The Parties" acknowledge formal acceptance. All prices quoted are exclusive of VAT, unless stated otherwise.

Article 3 – Delivery and Collection of Goods

3.1 Unless agreed otherwise in writing, goods manufactured by March Foods Ltd are ex-works from a nominated March Foods Ltd UK warehouse

3.2 The Buyer is obliged to collect the goods within 10 working days of manufacture by March Foods Ltd unless expressly agreed in writing with March Foods Ltd

3.3 In the event the goods are not collected within 10 working days or within the storage period agreed in writing with March Foods Ltd the goods will be stored at The Buyers expense. In that case, The Buyer will be liable for all extra costs, which will in any event include the additional cost of storage on a pallet per week or part thereof rate confirmed by March Foods Ltd

3.4 The Buyer bears the risk associated with the goods and materials that it has made available to March Foods Ltd at all times, this includes without limitation all materials that The Buyer has provided as free issue or where March Foods Ltd has purchased goods and materials on the instruction of the Buyer that are necessary for the manufacture of the contracted goods and where The Buyer has instructed March Foods Ltd to produce on its behalf the manufacture of goods contracted between The Parties. If The Buyer wishes to have that risk covered, it must take out insurance independent of March Foods Ltd. March Foods Ltd will use its reasonable endeavours to look after the goods and materials that have been made available with due care.

3.5 The risk associated with the goods manufactured by March Foods Ltd passes to The Buyer on collection by The Buyer or a Third Party acting on behalf of The Buyer from March Foods Ltd UK nominated warehouse.

Article 4 – Lead Times

March Foods Ltd will use its reasonable endeavours to produce the goods. The Buyer will use its reasonable endeavours to order the goods within a lead time that is not of the essence in this respect unless expressly agreed otherwise in writing. The Buyer agrees to give sufficient notice for the coordination of materials for production by March Foods Ltd to include 3rd party lead times for the supply of materials necessary for the contract manufacture required by The Buyer from March Foods Ltd. Orders are deemed to be accepted upon receipt of a confirmation email. March Foods Ltd accepts no responsibility for orders which are deemed to be not received for any reason, save where March Foods Ltd has sent confirmation of receipt.

Article 5 – Manufactured Quantities

March Foods Ltd is permitted to manufacture the goods in parts and is authorised to invoice each part separately. In the event of an over or under supply of no greater than 10% or one unit whichever is greater the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata contract rate.

Article 6 – Waste and specification deviations

6.1 March Foods Ltd is authorised to manufacture goods that deviate from the agreed specifications if such deviations are required to meet the statutory regulations or only involve changes that have been agreed by way of a deviation agreement in writing between authorised representatives of "The Parties"

6.2 Part of the goods and materials provided by The Buyer or purchased on behalf of The Buyer for manufacture of the goods by March Foods Ltd will be lost in the production or packaging process, classed as waste expenditure The Buyer cannot claim for waste expenditure recovery, except when unreasonably large amounts of materials are lost as a direct result of March Foods Ltd proven negligence, in which case the waste expenditure refund will be limited to the materials lost as a reasonable % above normal waste expenditure of the order value

Article 7 – Termination of the contract

7.1 March Foods Ltd may terminate the contract:

- a if The Buyer commits a material breach of the contract and fails to remedy after being given 10 days' notice of such breach or if at any time March Foods Ltd becomes aware of circumstances that give it good reason to believe that The Buyer is unable to, or will not, fulfil its obligations;
- b if at any time March Foods Ltd has requested The Buyer to provide security for the fulfilment and The Buyer has failed to do so or has provided insufficient security.
- c in case of bankruptcy or insolvency of The Buyer, or if The Buyer is unable to pay its debts as they fall due;
- d if The Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction
- e in case of transfer of the share capital of The Buyer (in whole or in part) to a third party which may be deemed as a competitor (real or potential) of March Foods Ltd. In these cases, March Foods Ltd is authorised to immediately suspend the further performance of the contract or to immediately terminate the contract, all without prejudice to March Foods Ltd right to claim damages;
- f if The Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business.

7.1 Without limiting its other rights or remedies, March Foods Ltd may suspend provision of the goods under the contract or any other contract between The Buyer and March Foods Ltd if The Buyer" becomes subject

to any of the events listed above or March Foods Ltd reasonably believes The Buyer is about to become subject to any of them, or if The Buyer fails to pay any amount due under the contract on the due date for payment.

7.2 If circumstances occur in relation to people or materials as a result of which the performance of the contract becomes impossible or so problematic or disproportionately costly that performance of the contract is no longer considered commercially attractive to March Foods Ltd, March Foods Ltd can immediately terminate.

7.3 On termination of the contract for any reason, The Buyer shall immediately pay to March Foods Ltd all of March Foods Ltd outstanding unpaid invoices and interest (if any) including any costs incurred by March Foods Ltd in the purchase of materials for manufacture of goods that cannot be recovered

7.4 Termination of the contract shall not affect any of "the parties" rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the contract that existed at or before the date of termination.

7.5 Any provision of the contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

Article 8 – Reservation and retention of title

8.1 The goods manufactured by March Foods Ltd remain March Foods Ltd property until the The Buyer has fulfilled the following obligations under all the contracts of sale concluded with March Foods Ltd:

- full payment of the consideration for the goods manufactured;
- full payment of the consideration for the services provided or to be provided by March Foods Ltd;
- settlement of any claim due to non-performance or breach of any contract by The Buyer.

8.2 Goods manufactured by March Foods Ltd that are subject to the reservation of title under paragraph 1 of this article may only be resold as part of the normal business operations. The Buyer is obliged to assign the debt of the buyer of the goods to March Foods Ltd, provided that the applicable law allows such assignment. However, The Buyer is not authorised to pledge the goods or to establish any other right on them.

8.3 If The Buyer fails to fulfil its obligations or if March Foods Ltd has good reason to believe that it will fail to fulfil its obligations, March Foods Ltd is entitled to collect or instruct a third party to collect the delivered goods that are subject to the reservation of title referred to in paragraph 1 of this article from The Buyer or third parties that hold these goods for the ordering part.

8.4 March Foods Ltd may hold the goods and materials that The Buyer has delivered to or that March Foods Ltd has purchased on behalf of The Buyer for further processing or treatment until The Buyer has paid all eligible amounts owed to March Foods Ltd, unless The Buyer has provided sufficient security.

Article 9 – Defects and complaints

9.1 The Buyer must inspect the manufactured goods immediately or as soon as possible after collection in order to verify that that:

- the correct goods have been manufactured;
- the agreed quantity of goods has been manufactured in line with the purchase order;
- the manufactured goods satisfy the agreed quality requirements or, lacking these, are of satisfactory quality for normal commercial use and as per the agreed product specification and accompanying variation to specification where agreed in writing and as applicable.

9.2 The Buyer must report any apparent defects or shortages to March Foods Ltd in writing within 48 hours of collection. All latent defects must be notified to March Foods Ltd within 48 hours of discovering or when such defect should reasonably have been apparent on any inspection.

9.2 Even if The Buyer submits a complaint on time, it will remain obliged to pay for and accept the goods

9.3 Goods may only be returned following written permission from March Foods Ltd.

9.5 If The Buyer fails to submit a complaint on time or in the correct manner, it will forfeit every right of action with respect to the goods in question.

Article 10 – Payment

10.1 Payment is due within 30 days of invoice. March Foods reserves the right to suspend production or delivery for overdue accounts. Interest shall accrue at 1.5% per month or statutory interest, whichever is higher, plus all collection costs

10.2 Payment must be affected by The Buyer without discounts or setoffs.

10.3 Payments made by The Buyer will always be used first to settle all interest and costs due and then to settle the longest outstanding invoices, even if The Buyer states that the payment is made for a later invoice.

Article 11 – Collection charges

11.1 If The Buyer fails to fulfil any of its obligations, all reasonable costs incurred out of court in order to secure payment will be borne by The Buyer. The Buyer will in any event owe an amount equal to 15% of the total amount due. If March Foods Ltd proves that it has incurred a higher amount of reasonably necessary costs, these costs will also qualify for compensation.

11.2 The Buyer will owe March Foods Ltd all judicial costs incurred by March Foods Ltd in all instances, unless they are unreasonably high.

Article 12 – Liability

12.1 Nothing in this contract limits any liability which cannot legally be limited in law including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation or breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982, or any other matter in respect of which it would be unlawful to exclude or restrict liability.

12.2 March Foods Ltd's liability for all claims under each Goods order is limited to an amount equal to the amounts paid to March Foods Ltd in relation to such order.

12.3 March Foods Ltd accepts no liability for pure economic loss, loss of profits, loss of contracts, loss of opportunity, depletion of goodwill, loss of anticipated savings, loss of use or corruption of software, data, or information, indirect or consequential loss. March Foods Ltd is in no way liable for damage resulting from a failure in March Foods Ltd's performance if this failure is due to instructions or directions issued by The Buyer.

12.4 March Foods Ltd is in no way liable on account of infringement of patents, licences or other third-party rights by using data it has received from The Buyer in connection with the performance of the work

12.2 March Foods Ltd will not be liable if the failure is caused by force majeure.

12.3 The Buyer will not be liable if the failure is caused by force majeure. This includes, but is not limited to, limitations on securing raw materials required for the manufacture of products to fulfil contract obligations.

12.4 If The Buyer fails to meet the volume requirement (excluding delays or shortfalls caused by March Foods Ltd or force majeure), March Foods Ltd shall provide The Buyer with thirty (30) days' written notice of such failure. During this thirty (30) day notice period, The Buyer shall have the opportunity to remedy the shortfall by placing a purchase order for the remaining volume required.

12.5 The restrictions set out in Article 12 do not apply if the damage is caused by gross negligence or wilful intent on the part of March Food Ltd or its executive subordinates.

12.6 The parties expressly exclude March Foods Ltd's liability for the consequences of the (un)usability of the EAN symbol (bar code) or any other code applied to the packaging at the request of The Buyer as well as for the consequences of incorrect reading of such a code by the appropriate equipment.

Article 13 – Force majeure

13.1 Force majeure is understood to mean all circumstances that impede the fulfilment of an obligation but are not attributable to March Foods Ltd. If and in so far as these circumstances prevent or unreasonably frustrate fulfilment, these also include: strikes in March Foods Ltd and all companies other than March Foods Ltd, legal restrictions, a general shortage of required raw materials and other goods or services required for the agreed performance, machine breakdown, unforeseeable stagnation at suppliers or other third parties on which March Foods Ltd depends as well as general transport problems.

13.2 March Foods Ltd will also be entitled to invoke force majeure if the circumstance impeding further fulfilment occurs after March Foods Ltd should have fulfilled its obligation.

13.3 During an instance of force majeure, the fulfilment of the obligation to deliver and other obligations of March Foods Ltd are suspended. If the period during which force majeure prevents March Foods Ltd from fulfilling its obligations lasts longer than 2 months, either party may terminate the contract without being liable for damages.

13.4 If, during an instance of force majeure, March Foods Ltd has already fulfilled part of its obligations or is able to fulfil only part of its obligations, it is entitled to invoice The Buyer separately for the delivered or deliverable part, and The Buyer will be obliged to settle the invoice as though it were a separate contract. However, this provision does not apply if the delivered or deliverable part has no value of its own.

Article 14 – Materials

14.1 The ingredients raw materials or packaging materials required by March Foods Ltd in order to manufacture or package the product contracted by The Buyer, are either supplied by The Buyer on a free issue basis or purchased by March Foods Ltd. The Buyer must provide March Foods Ltd with all the necessary technical details regarding the product to be manufactured or packaged to enable March Foods Ltd to arrive at the best possible recommendation for the final packaged goods. If these materials are purchased by March Foods Ltd, the parties will consult about this. If the raw or packaging materials supplied or prescribed by The Buyer affect the product to be manufactured or packaged adversely or vice versa or if they affect each other adversely, March Foods Ltd will not be liable for the consequences. The Buyer accepts factory trials may be required to successfully facilitate such changes and agree to pay factory trial costs as appropriate and agreed between The Parties in writing.

14.2 March Foods Ltd liability in relation to materials supplied or prescribed by The Buyer, or purchased by March Foods Ltd on The Buyer's behalf, shall be strictly limited to the manufacture and supply of the contracted goods. March Foods Ltd shall not be liable for any costs, losses, or expenses relating to residual, surplus, or obsolete materials, including but not limited to storage, disposal, or write-off, arising from any changes, cancellations, or variations to the order initiated by The Buyer. In such cases, The Buyer shall be solely responsible for all costs associated with the removal, return, or disposal of such materials, or shall promptly reimburse March Foods Ltd for any such costs incurred by March Foods Ltd, as agreed in writing between the parties.

Article 15 – Machines and parts

15.1 All machines, parts, tools, etc. purchased or manufactured by March Foods Ltd in order to package a product for The Buyer remains March Foods Ltd's property, even if the related costs are passed on in full or in part to The Buyer.

15.2 If the machines, parts, tools, etc. used by March Foods Ltd have an unforeseeable adverse effect on the raw materials, packaging materials or the product to be manufactured or packaged, March Foods Ltd will not be liable for the consequences.

15.3 Exceptions to this article may be agreed in writing under separate circumstances by the parties

Article 16 – Price

16.1 March Foods Ltd reserves the right to adjust the prices of goods and/or services supplied to The Buyer to reflect any increase in costs arising from changes in legislation or regulation that directly impact labour costs, including but not limited to changes in the National Minimum Wage, statutory holiday entitlements, or other employment-related obligations.

16.2 In addition to the above, March Foods Ltd may review and adjust prices annually as a minimum, with any such adjustments to take effect on the anniversary of the contract or as otherwise notified in writing to The Buyer. March Foods Ltd will provide The Buyer with not less than thirty (30) days' written notice of any price adjustment under this clause.

16.3 Any price adjustment made pursuant to this Article shall be applied to all outstanding and future orders not yet fulfilled at the effective date of the adjustment, unless otherwise agreed in writing between the Parties

Article 17 – Intellectual property and know-how

The Buyer shall fully indemnify and hold harmless March Foods against all claims, damages, and legal costs arising from any alleged infringement of intellectual property rights. The Buyer shall maintain adequate IP infringement insurance and provide evidence of coverage upon request.

Article 18 – Trial packaging products

March Foods Ltd is entitled to receive reasonable quantities of the product to be packed, free of charge, in order to test the results of manufacture or the packaging products, to produce samples, etc.

Article 19 – Cancellation

19.1 If an order is cancelled at any time after formal acceptance, March Foods Ltd is entitled to charge The Buyer for the costs of all packaging materials it has purchased as well as all machines, tools, parts, etc. purchased or manufactured.

19.2 In addition, March Foods Ltd is entitled to charge The Buyer the following amounts:

- 60% of the total order amount if the execution of the order has already commenced;
- 55% of the total order amount if the execution of the order was to commence within one week after cancellation;
- 50% of the total order amount if the execution of the order was to commence within one to three weeks after cancellation;
- 40% of the total order amount if the execution of the order was to commence within three to five weeks after cancellation.
- 30% of the total order amount if the execution of the order was to commence more than five weeks after cancellation.

Article 20 – Obligations of The Buyer

20.1 If March Foods Ltd and The Buyer agree that The Buyer will supply the required raw materials, packaging materials or the product to be packed, The Buyer must ensure timely delivery of the materials or products in question. Any failure of The Buyer to deliver the materials or products on time may result in damage for March Foods Ltd, for which The Buyer will be fully liable.

20.2 The Buyer is obliged to provide March Foods Ltd with all information, whether or not requested by March Foods Ltd, to enable March Foods Ltd to perform its work in a safe, proper and economically responsible manner. The Buyer is liable for damage sustained by March Foods Ltd as a result of a failure of the Buyer to provide any information that it could reasonably have assumed to be relevant to March Foods Ltd.

20.3 In this article, damage is understood to include the costs of setting up the planned production process, the costs of hiring or booking personnel, the costs of hiring or booking business accommodation and machines, and other costs relating to management, planning and technology, etc.

Article 21 – Disputes

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the contract or its subject matter or formation.

Article 22 – Applicable law

The contract and all disputes and claims arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

Article 23 – Amendment to these conditions

March Foods Ltd is authorised to amend these conditions. These amendments will take effect on the announced effective date. March Foods Ltd will send The Buyer the amended conditions in good time. If no

effective date is announced, the amendment will become effective for The Buyer as soon as it is notified of the amendment.

Article 24 – Miscellaneous

In case any provision of these General Conditions will be or become invalid, the validity of the remaining provisions will not be affected.

Article 25 – Notices

Any notice or other communication given to a party under or in connection with the contract shall be in writing, addressed to that party at its registered office (if it is a company) or its place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post or other next working day delivery service, commercial courier, or email. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in the contract; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

Article 26 – Confidentiality

Each party undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other which it has obtained or received as a result of discussions leading up to entry into the contract, or which it has obtained during the course of the contract, except any information that is: (i) subject to an obligation to disclose under law, or that is required to be disclosed by any competent regulatory authority, by notice or otherwise; or (ii) already in its possession or the public domain other than as a result of a breach of this Article 25. Each party undertakes to the other to take all steps that are necessary from time to time to ensure compliance with the provisions of this Article 25 by its employees, agents and subcontractors.

Article 27 – Assignment and other dealings

The Buyer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the contract without the prior written consent of March Foods Ltd

Article 28 – Entire Agreement

The contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Article 29 – Waiver

No failure or delay by a party to exercise any right or remedy provided under the contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Article 30 – Third party rights.

Other than a March Foods Ltd group company, no one other than a party to the contract have any right to enforce any of its terms.