

GENERAL TERMS AND CONDITIONS OF SALE

Urban Fresh Foods Ltd (UK)

1. Scope

- 1.1. These general terms and conditions of sale (the "**General Conditions**") apply to all sales of any kind of Goods (the "**Goods**") by Urban Fresh Foods Ltd, with company number 05833700 (the "**Seller**") to any person who purchases the Goods from the Seller (the "**Customer**").

2. Orders

- 2.1. The Customer accepts the Seller's General Conditions and expressly renounces all terms and conditions that may have featured on its order forms, in its correspondence and on any other commercial documentation. Unless otherwise agreed in writing, these General Conditions take precedence over any other conflicting purchase conditions raised by the Customer, even if they are sent at a later date.
- 2.2. Upon receipt of an order, an acknowledgment of receipt of the order is sent to the Customer, which shall not be considered an order confirmation. Orders, including the price, are only binding on the Seller upon explicit acceptance or – at the latest - the performance by the Seller.
- 2.3. Orders can only be amended or cancelled by the Customer with the Seller's express written consent, otherwise the Customer may be held liable for damages.

3. Delivery

- 3.1. Unless otherwise agreed by the parties, deliveries are ex works (in compliance with the most recent INCOTERMS).
- 3.2. The delivery dates stated in a quote, offer or purchase order are non-binding, unless both parties agreed in writing that they are binding. In the case a non-binding delivery date expired, the Customer can request the Seller in writing to deliver within a reasonable delivery period, which shall be not less than 4 weeks after expiry of the non-binding delivery date.
- 3.3. The Seller shall not be in delay in delivery if a supplier does not supply the Seller correctly or on time for reasons beyond the control of the Seller.
- 3.4. The Seller shall also not be liable for delay in delivery where, and as long as, delivery is delayed by force majeure (as defined in clause 12.2).
- 3.5. Partial deliveries of Goods are allowed and can never justify a refusal to pay for the delivered Goods.

4. Warranty

- 4.1. The Seller warrants that it shall use all reasonable efforts to ensure that the Goods comply with the agreed-upon specifications. Except for the foregoing, the Seller disclaims, to the fullest extent permitted by law, any and all other warranties, express or implied, including without limitation any implied warranties of merchantability, fitness for a particular purpose or non-infringement of third-party intellectual property rights.
- 4.2. For every delivery, and before signing the acknowledgement of receipt of the delivery, the Customer must check that all Goods listed on the delivery note have in fact been delivered and are, according to an initial visual inspection, in good state. Any missing item(s) or any external damage must be noted immediately on the duplicate delivery note. Any subsequent claim relating to missing item(s) or external damage shall be rejected.
- 4.3. If the Customer identifies a defect for which the Seller is responsible and which could not be detected upon visual verification at delivery, the Customer must inform the Seller of it immediately. In case of defective Goods, the Goods will be taken back and exchanged or reimbursed at the Seller's sole discretion. The exchange or reimbursement shall be the sole and exclusive remedy for the Customer, in which case the Customer is not entitled to compensation for damages from the Seller. In all other cases, no Goods shall be taken back.
- 4.4. Other than those complaints referred to in article 4.2 hereof, a complaint shall only be admissible if submitted in writing within 5 working days of delivery or discovery in case of claims relating to hidden defects.

5. Transfer of title and risk

- 5.1. The risk of damage to, or loss of, delivered Goods and all resulting damage lies immediately with the Customer from the effective time of delivery.
- 5.2. Goods remain the Seller's property until the Customer has paid in full. Nonetheless, the Customer has the right to sell on and/or transform the Goods in the normal course of business of its company, unless this right is revoked in writing by the Seller. In such case, the Customer shall assign its claims including all rights against his customers to the Seller until the full payment of the Goods.
- 5.3. Between the moment of the delivery and the transfer of title of the Goods, the Customer shall be responsible for taking out an insurance policy for the full value of the Goods.

6. Price

- 6.1. The Seller's invoices shall be paid in the currency using the bank details set forth in the invoice and prices do not include taxes. Unless otherwise agreed by the parties, delivery and shipping costs are not included in the Seller's prices and are to be borne by the Customer.
- 6.2. All taxes, surcharges, and if applicable, import duties and export duties shall be borne by the Customer.

7. Conditions of payment

- 7.1. Unless otherwise agreed, the Seller's invoices must be paid within 30 days of the date of the invoice by bank transfer to a bank account indicated by the Seller.
- 7.2. Where payment is delayed, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest will accrue each day at 3% a year above the Barclays Bank base rate from time to time, but at 3% a year for any period when that base rate is below 0%.
- 7.3. In the event of non-payment, the Seller reserves the right to suspend current agreements, deliveries and orders until all overdue invoices are paid in full without the Customer having the right to claim any damages. This clause cannot be regarded as a refusal to sell.
- 7.4. If an invoice has not been paid by the due date, all outstanding invoices are rendered payable by right, regardless of the agreement reached between the parties.
- 7.5. A complaint does not release the Customer from his obligation to pay.
- 7.6. Failure to claim compensation or lump-sum damages cannot be regarded as a waiver by the Seller.
- 7.7. Unless otherwise agreed, the Seller shall not honour any credit notes until all invoices and/or debit notes issued by the Seller to the same Customer have been settled in full.
- 7.8. The Seller reserves the right to offset any sums owed to the Customer, for whatever reason, against a smaller amount owed by the Customer to the Seller. The Customer is only entitled to offset sums if the Customer's counterclaim is recognised, uncontested or established as part of a final legal judgement. The Customer is only entitled to assert rights of retention where such rights are based on the same contractual relationship.

8. Reductions

- 8.1. Any agreement regarding discounts or price reductions shall only be valid if the Customer has duly met, and in the time allowed, all its obligations towards the Seller, including the payment of invoices on time.

9. Restrictions relating to marketing and sales on pure play online retailers or marketplaces

- 9.1. Except when the Seller's prior written consent is given, the Customer is not allowed to market and sell the Goods on pure play online retailers or marketplaces, which are considered e-commerce platforms of third parties that do not have a brick and mortar store.

10. Liability and Indemnity

- 10.1. The Customer shall indemnify, defend and hold harmless the Seller and its directors, officers, employees and assignees in full against all claims, liabilities, losses, damages, costs, penalties and expenses (including reasonable legal expenses) awarded against or incurred or paid by it as a direct result of or in connection with (i) a breach by the Customer of an obligation imposed under this agreement or (ii) a recall to the extent due to Customer's acts or omissions.
- 10.2. To the maximum extent permitted by applicable law, the liability of the Seller and affiliated companies with regard to damages (contractual, ex-contractual and others) sustained by the Customer as a direct consequence of an error attributable to the Seller is limited to the maximum sum equivalent to the net market value of the Goods sold by the Seller and which Goods are the subject of the damages. The term 'net market value' refers to the sale price levied by the Seller, minus taxes or charges and any reductions applied.
- 10.3. Nothing in these terms and conditions shall limit a party's liability for (i) fraud or fraudulent misrepresentation; (ii) willful default; (iii) death or personal injury caused by its negligence; (iv) for breach of the terms implied by section 12 of the Sale of Goods Act 1979; or (v) in respect of any other liabilities which cannot be excluded by law.

- 10.4. Without prejudice to clause 10.3, the Seller cannot be held responsible for any incidental or consequential or indirect damages including, but not limited to, loss of profit, loss of earnings, decline in turnover, loss of opportunity or damage to reputation.
- 11. Consumer Complaints and Recall**
- 11.1. In case of a return of Goods, or a claim or a complaint from a consumer or other third party with respect to matters of food safety of the Goods (each hereafter, a “**Complaint**”), the Customer shall immediately inform the Seller in writing (giving written evidence of such Complaint) and the Seller will start the necessary investigations and instruct the Customer accordingly. The Customer shall in any event inform the Seller hereof within 24 hours of the moment the Customer becomes aware of the Complaint. The Customer shall not take any action or make any communication to third parties without prior consultation with and approval of the Seller. The Customer shall give the Seller full access to all information regarding the Complaint.
- 11.2. If the Customer is the subject of a request, court order or other directive of a governmental or regulatory authority to withdraw any Goods from the market (“**Recall Notice**”), it shall immediately notify the Seller in writing enclosing a copy of the Recall Notice. Unless required by law, the Customer may not undertake any recall or withdrawal without the written permission of the Seller and only then in strict compliance with the Seller’s instructions about the process of implementing the withdrawal. The Customer shall, at the request of the Seller, cooperate with respect to the corrective actions that must be undertaken, including but not limited to the reshipment, storage or disposal of recalled Goods, the preparation and maintenance of relevant records and reports, and notification to any recipients or end users.
- 12. Force Majeure**
- 12.1. Except for payment obligations, neither party shall be liable towards the other party for non-compliance with its contractual obligations, if and to the extent such non-compliance is directly attributable to events of force majeure.
- 12.2. Events of force majeure are events or causes which are not under a party’s reasonable control and which cannot be attributed to the fault of them, and render the execution of a party’s obligations impossible. Force majeure events include, but without limitation: (i) war, riot, public disorder, civil commotion (ii) economic sanctions (iii) fire, flood, storm, earthquake (iv) epidemic, pandemic (v) terrorism (vi) explosion, nuclear, chemical or biological contamination (vii) lack of personnel, strikes or social disputes on company level, (employee) lockout, illness (viii) compliance with a law or governmental order, rule, regulation or direction which would cause a party’s activities to be illegal or unlawful (including regulations relative to imports and exports and trade embargoes) (ix) unexpected price increases of raw materials, personnel and others (x) interruptions in the delivery of raw materials or in the supply of energy needed for the operation of plant and equipment (xi) transport problems, (xii) breach of contract by any third parties engaged by the Seller, (xiii) cyber attacks.
- 12.3. Each party shall forthwith inform the other party of the occurrence of a force majeure event preventing such party from complying with its contractual obligations.
- 13. Confidentiality**
- 13.1. The Seller might disclose information relating to any aspect of its business to the Customer (the “Confidential Information”). Information which is publicly available shall not be considered as Confidential Information. The Customer (i) shall not disclose the Confidential Information or in general make any public statement relating to its relationship with the Seller, without the Seller’s prior written consent, (ii) shall keep all Confidential Information strictly confidential and (iii) shall not use the Confidential Information in any other manner than as strictly necessary for the performance of its obligations towards the Seller. The Customer guarantees the compliance of its employees and other officers with the provisions of this clause and shall hold the Seller harmless for any breach hereof by its affiliates, directors, officers, employees or those of its affiliates.
- 14. Intellectual Property Rights**
- 14.1. The Customer agrees and confirms that all the Seller’s Intellectual Property Rights are and shall remain at all times the sole and exclusive property of the Seller. The Seller’s “Intellectual Property Rights” include all trade names, corporate names, brands, domain names, designs, copyright, trade secrets, patents and any other intellectual property rights, whether registered or not, related to the Goods and/or the Seller, as well as all tangible and intangible rights resulting from these Intellectual Property Rights and any goodwill related thereto or created through the sale of the Goods.
- 14.2. Solely for the purpose of selling the Goods, the Customer is granted a limited right to use the Intellectual Property Rights of the Seller. The Customer cannot modify, copy or adapt the Goods, the packaging or the Intellectual Property Rights on the packaging, nor cause damage to or challenge the Seller’s Intellectual Property Rights.
- 14.3. The Customer shall not, directly or indirectly, do or have anything done that may damage, jeopardise or affect the Seller’s Intellectual Property Rights or goodwill.
- 14.4. The Customer undertakes to promptly notify the Seller of any actual expected or intended infringement of the Seller’s Intellectual Property Rights that it might discover or become aware of.
- 15. Termination**
- 15.1. Each party shall be entitled to terminate this agreement with immediate effect, by simple written notice to the other party, without the need for intervention by a judge or compensation to the other party, in each of the following circumstances:
- (i) If the other party has committed a material breach of this agreement which is not duly remedied in accordance with this agreement, or in the absence, within ten (10) business days following receipt of a notice of default from the non-breaching party. A material breach includes, but is not limited to, the lack of payment of any invoice by the Customer;
- (ii) To the extent permitted, if the other party becomes insolvent, bankrupt or is unable to pay its creditors, is involved in a liquidation, in the event of change of control or any similar procedure under any relevant jurisdiction.
- 15.2. Termination of this agreement, for whatever reason, shall entail immediate payment of all amounts due from the Customer to the Seller.
- 16. Miscellaneous**
- 16.1. The present agreement, together with an order executed by the Seller, contains the whole agreement between the Seller and the Customer and supersedes and replaces all prior or contemporaneous understandings, correspondence, communications, exchange of information and agreements, whether oral or in writing, between the Seller and the Customer relating to the subject matter of this agreement.
- 16.2. Should one of the provisions in these General Conditions prove to be unlawful or unenforceable, all other provisions shall remain applicable. The ineffective provision shall be replaced by a valid and enforceable provision, which reflects as closely as possible the provision which has become ineffective.
- 16.3. The present agreement may only be amended by a document in writing signed by the Seller and the Customer.
- 16.4. Unless with the prior written consent of the Seller, the Customer shall not, in whole or in part, transfer, assign or otherwise dispose of this agreement to a third party. The Seller is entitled to assign, transfer or subcontract its rights or obligations under the agreement in whole or in part at any time without the Customer’s prior written consent.
- 16.5. When processing personal data, the parties will comply with their respective obligations under the applicable data privacy legislations. The Seller will process personal data only in as far as necessary for the execution of the agreement unless otherwise agreed between the parties. More information about the processing of personal data by the Seller and the rights of the data subject can be found in the Privacy Disclaimer on the Seller’s website.
- 17. Applicable law and Jurisdiction**
- 17.1. The General Conditions and all offers, sales and agreements entered into by the Seller are subject to English law. Application of the United Nations Convention on the international sale of Goods is specifically excluded.
- 17.2. Any dispute relating to all offers, sales and agreements and these General Conditions shall be settled exclusively by the competent courts of the location of the registered office of the Seller.