

## TASTE TRENDS - TERMS OF SUPPLY

### 1. DEFINITIONS

#### “Agreement”

the terms set out below together with (i) any conditions of supply expressly agreed with the Customer in writing and signed on behalf of both the Customer and Taste Trends (if any) (such expressly agreed conditions being referred to as ‘Customer Commercial Terms’), (ii) the Customer’s duly accepted Order. Each Order will be the subject of a separate Agreement. To the extent of any conflict the provisions of any duly accepted Order take precedence over any Customer Commercial Terms which in turn take precedence over the terms set out below;

#### “Customer”

the party requesting Taste Trends to supply Products as identified as part of the Order;

#### “Effective Date”

the date upon which Taste Trends demonstrates acceptance of the Customer’s Order either in writing/e-mail or by supplying the Products pursuant to the Order;

#### “Intellectual Property”

copyright, registered and unregistered trademarks, registered and unregistered designs, rights in confidential information, knowhow and trade secrets and all other intellectual property rights anywhere in the world whether registered or unregistered and including applications for any of these rights;

#### “Order”

a Customer’s order however placed (including e-mail/telephone) requesting Taste Trends to supply certain Products as detailed in the Order;

#### “Products”

Taste Trends range of products as marketed by Taste Trends from time to time;

#### “Taste Trends”

Taste Trends Limited, a company registered in England, company number 2823938, whose registered office is at 53-57 High Street, Cobham, Surrey, KT11 3DP.

### 2. GENERAL

All Orders are accepted subject to the following express terms. No addition or variation to these express terms shall apply unless expressly agreed to in writing by and signed on behalf of Taste Trends. The Customer’s terms and conditions of purchase shall not apply to any Order unless expressly agreed to in writing by and signed on behalf of Taste Trends.

### 3. ORDERS

3.1 All Orders, to be valid are subject to acceptance by Taste Trends. Orders may be declined, for example, if the relevant Products are unavailable for whatever reason. Orders become binding upon the Effective Date. Taste Trends reserves the right to withdraw any Products from its product range or to vary its product range at any time as it thinks fit.

### 4. DELIVERY

4.1 Taste Trends shall deliver and/or make available the Products for collection consistent with the Customer’s Order. Where Taste Trends is responsible for delivery to the Customer’s nominated delivery address, Taste Trends shall deliver using its nominated hauliers/distributors. The Customer must ensure that the delivery location that it nominates is reasonably accessible by the large, commercial vehicles that may be used from time to time to deliver the Products and that suitable unloading facilities are available, consistent with good health and safety practices.

4.2 The Customer is responsible for ensuring that there is a suitable person available to inspect and sign for the Products as delivered during normal working hours of 9am to 5pm Monday to Friday. Taste Trends will not leave Products which have not been signed for unless the Customer has given prior consent to do so as part of the Order. Should no one be available to receive and sign for the Products, the driver may leave without delivering the Products and may not be able to return that same day.

4.3 If the Customer fails to accept delivery or to collect the Products within a reasonable time of notification from Taste Trends that the Products are available to be delivered or collected then Taste Trends reserves the right to raise a reasonable additional charge for storage of the Products and may proceed to issue invoices which would otherwise be issued on delivery or collection.

### 5. TITLE

5.1 Title to the Products supplied to the Customer shall remain with Taste Trends until payment in full for the Products in question has been received.

### 6. RISK

6.1 Risk of loss of or damage to any Products shall pass to the Customer at the point of delivery by Taste Trends (or its duly appointed carrier) to the Customer’s nominated delivery address. Where the Customer has agreed that Products may be left at the delivery address without obtaining a signature this shall be at the Customer’s risk. Where the Customer arranges for the collection of Products, risk of loss of or damage shall pass to the Customer upon collection by the Customer (or its duly appointed carrier).

### 7. PAYMENT

7.1 Taste Trends’ prices are as agreed for each accepted Order and will reflect the Customer Commercial Terms where applicable. The prices specified are exclusive of VAT which shall be payable by the Customer at the rate and in the manner prescribed by law from time to time.

7.2 The Charges specified for each Order are payable upon receipt of a valid Value Added Tax (“VAT”) invoice unless otherwise agreed. Taste Trends may issue an invoice for Products delivered upon delivery. Payment must be sent to Taste Trends’ offices or by credit transfer to Taste Trends’ nominated bank account. Taste Trends reserves the right to withhold further supplies in the event of late or non payment of invoice.

7.3 Taste Trends shall be entitled to charge the Customer interest on any overdue payments at the rate of 2% above the base rate of the Bank of England from time to time from the due date for payment until payment in full is received (whether before or after judgement).

7.4 Unless otherwise specifically agreed with the Customer in the Customer Commercial Terms, Taste Trends reserves the right on giving 1 month’s notice, to vary the prices at which it is prepared to accept Orders for the Products. Such revised prices will apply to all future Orders.

7.5 Any discount or volume based rebate agreed with the Customer is dependent upon the Customer complying strictly with the agreed payment terms or volume purchase commitment.

7.6 Taste Trends reserves the right to reduce any previously agreed credit limit for the Customer if the Customer’s financial position reasonably appears to have worsened in the intervening period since the limit was originally agreed or if the Customer persistently pays late.

### 8. WARRANTIES

8.1 Taste Trends warrants that:-

8.1.1 it will use all reasonable efforts to comply with any delivery dates agreed with the Customer at the time of acceptance of the Order but Taste Trends does not guarantee that it will be possible to comply exactly with any such dates;

8.1.2 its Products will upon delivery comply in all material respects with any description or specification relating to them published or provided by Taste Trends or confirmed by Taste Trends as part of the Customer Commercial Terms or the Order. Taste Trends will replace free of charge any failure of a Product to conform to the warranty. This warranty does not cover any deterioration caused by failure of the Customer or their agents to care for and store the Products in accordance with instructions supplied by Taste Trends at the time of or prior to delivery;

8.1.3 the Products and their packaging as delivered will comply with all applicable legal requirements relating to the sale and packaging of food for human consumption from time to time in force in the UK. If purchasing for use outside the UK it is the Customer’s responsibility to ensure compliance with any local legal requirements;

8.1.4 all Products supplied will be appropriately marked with a suitable ‘best before’ or ‘sell by’ date. Taste Trends will ensure that all Products supplied have a reasonable unexpired ‘shelf life’ when delivered, in line with the guidelines issued by Taste Trends from time to time.

8.2 In the event that the Customer considers Taste Trends to be in breach of the warranties in these Terms of Supply the Customer shall notify Taste Trends as soon as possible and in any event within 14 days of the Customer being supplied with the Products or, if later, within 14 days of the Customer becoming aware of the breach if it could not reasonably have been discovered immediately upon delivery. The Customer must conduct an initial visual inspection of deliveries of Products to ensure that there is no shortfall in the quantity supplied and no damage which should have been obvious from an initial visual inspection. Any shortfall in the quantity supplied and damage to the Products which should have been obvious from an initial visual inspection must be notified to Taste Trends as soon as possible and in any event within 48 hours of delivery. In the event of a breach of warranty Taste Trends shall supply replacement Products as soon as reasonably possible so as to comply with the relevant warranty at no additional cost to the Customer. Delivery drivers are only permitted to accept Products for return where this has been agreed between the Customer and Taste Trends on each specific occasion or where the delivery of the Products in question fails the initial visual inspection of the Products carried out on behalf of the Customer.

8.3 Except as expressly set out in these Terms of Supply, Customer Commercial Terms or any applicable Order, all conditions, warranties and representations, express or implied, statutory or otherwise, are excluded.

### 9. CUSTOMER OBLIGATIONS

9.1 The Customer warrants that it is acting as principal rather than as agent for a third party.

9.2 The Customer is responsible for:-

9.2.1 complying with the law regarding the storage, sale and marketing of food products and, in particular, must not exceed any ‘sell by’ dates applied to the Product packaging;

9.2.2 ensuring that it does nothing which might directly or indirectly damage the goodwill associated with the Products;

9.2.3 following Taste Trends’ reasonable instructions in terms of storage and sale of the Products;

9.2.4 following Taste Trends’ instructions regarding the reproduction and marketing of Taste Trends’ trademarks;

9.3 The Customer will reasonably inform Taste Trends of any complaints received relating to the Products.

9.4 The Customer will from time to time as reasonably required, provide Taste Trends with feedback in relation to the Products and how they might be improved. For the avoidance of doubt, Taste Trends shall be entitled to use any such feedback entirely free of any financial obligation to the Customer and all Intellectual Property rights arising from any resulting improvements or new Products shall belong to Taste Trends absolutely.

### 10. INTELLECTUAL PROPERTY/CONFIDENTIALITY

10.1 All Intellectual Property rights in relation to the Products and related information as described in clause remain the absolute property of Taste Trends or their suppliers.

10.2 The Customer may sell the Products to consumers as part of their business but may not re-package or re-brand the Products without the prior written consent of Taste Trends.

10.3 All specifications, recipes, ingredient listings, production processes and equipment, packaging details, quality control procedures, marketing strategies and plans, supplier, manufacturer and customer details are strictly confidential to Taste Trends (‘Confidential Information’). The Customer shall:-

10.3.1 treat, and shall ensure that its employees, agents, and any sub-contractors treat, the Confidential Information with the utmost confidence;

10.3.2 not use the Confidential Information (nor allow it to be used) for any purpose other than as necessary in connection with its sale or use of the Products;

10.3.3 keep all materials containing Confidential Information in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials);

10.3.4 exercise at least the same standard of care in the treatment and protection of the Confidential Information as it exercises for its own Confidential Information of a similar nature and sensitivity, being not less than reasonable care;

10.3.5 return all copies of the Confidential Information (and materials containing Confidential Information) to Taste Trends upon demand.

10.4 No Confidential Information shall be disclosed without the prior consent in writing of Taste Trends to anyone other than employees who have a need-to-know.

10.5 No obligation of confidentiality shall exist in respect of:

10.5.1 any matter which is in or enters the public domain other than as a result of a breach of these terms; or

10.5.2 any information or knowledge in the possession of the Customer prior to disclosure or any information or knowledge rightfully acquired from sources other than Taste Trends who did not directly or indirectly owe a duty of confidentiality to Taste Trends; or

10.5.3 any information required to be disclosed by law.

### 11. INTELLECTUAL PROPERTY INFRINGEMENTS

11.1 Taste Trends will ensure that it has all necessary rights to supply the Products.

11.2 Taste Trends will indemnify the Customer against any third party claim or demand (including reasonable legal costs and expenses) incurred or suffered by the Customer alleging Intellectual Property infringement where the same occurs by reason of any possession, marketing or sale of the Products except to the extent that such possession, marketing or sale was not in accordance with the terms of the Agreement.

11.3 The Customer shall:

11.3.1 notify Taste Trends in writing as soon as practicable of any claim or demand against the Customer as referred to in clause 11.2;

11.3.2 not prejudice Taste Trends’ defence of such claim or demand;

11.3.3 give Taste Trends the exclusive right to conduct the defence of such a claim or demand.

### 12. LIABILITIES

12.1 Taste Trends does not exclude or limit liability for death or personal injury caused by its negligence. Nothing in this Agreement excludes or limits the liability of Taste Trends for fraudulent misrepresentation.

12.2 Taste Trends’ liability for direct physical damage to tangible property under this Agreement shall be limited to £1million.

12.3 The maximum aggregate liability of Taste Trends howsoever arising (whether for breach of contract, negligence, misrepresentation or otherwise) other than the liability referred to in clauses 12.1 and 12.2 shall not unless otherwise expressly stated in the Customer Commercial Terms or agreed in the Order in any circumstances exceed 125% of the sums due from the Customer in respect of the Order in respect of which the liability arises.

12.4 Except for any liability under clause 12.1, Taste Trends shall under no circumstances be liable for any loss of profit, loss of revenue, loss of or damage to goodwill or reputation or any indirect or consequential loss.

12.5 Taste Trends warrants that it shall maintain in force £2million of Public Liability insurance with an insurer of repute and shall, upon request, provide evidence of the existence of such insurance.

### 13. FORCE MAJEURE

Taste Trends shall not be liable for any circumstances or events beyond its reasonable control. Taste Trends shall promptly notify the Customer of the reasons for the delay or failure and the likely duration thereof. The Customer may, if such delay or failure continues for more than 7 days, cancel the affected Order on written notice.

### 14. TERMINATION/SUSPENSION

14.1 Either party may terminate an Order and/or suspend a delivery on giving notice in writing to the other if the other commits any material breach of the Agreement which is not remedied within 30 days after receipt of written notice from the non-breaching party specifying details of the alleged breach and of its intention to terminate.

14.2 Taste Trends may terminate any Order and/or suspend any delivery for which payment in full has not yet been received if a receiver, manager or liquidator is appointed over the whole or any part of the business or assets of the Customer, the Customer makes an assignment for the benefit of its creditors, any proceedings are commenced by or against the Customer under any bankruptcy or insolvency legislation, the Customer becomes unable to pay its debts as they fall due, or an order is made or a resolution passed for the dissolution or winding up of the Customer.

14.3 Termination of an Order and/or suspension of a delivery by either party in accordance with clause 14.1 or 14.2 shall not affect either party’s rights or liabilities accrued prior to termination, including in particular, ‘Taste Trends’ right to be paid for Products previously supplied under an Agreement.

### 15. MISCELLANEOUS

15.1 The Agreement constitutes the entire agreement between the Customer and Taste Trends. No modification, alteration or waiver of the provisions of the Agreement or any oral representations shall be effective unless made or confirmed in writing and signed by Taste Trends and the Customer.

15.2 No addition or modifications to an Agreement shall be effective or binding on either of the parties unless agreed in writing on behalf of both parties. Taste Trends reserves the right to modify these terms and conditions as it considers appropriate from time to time. Such revised terms and conditions shall be notified to the Customer and shall automatically apply to all subsequently accepted Orders.

15.3 Taste Trends may sub-contract all or any of the production or delivery of the Products without the consent of the Customer but without affecting Taste Trends’ liability for proper performance.

15.4 The right to sell the Products is personal to the Customer and shall not be sub-licensed or otherwise transferred to any third party without the prior written consent of Taste Trends.

15.5 Failure by either party to exercise or enforce any of its rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

15.6 The Agreement shall be governed and construed in accordance with the laws of England.

15.7 Any dispute relating to these Terms and Conditions or to any Order shall be determined as follows.

15.7.1 An independent expert shall be appointed by agreement between the parties or in the absence of agreement by the President for the time being of the Law Society.

15.7.2 The parties shall promptly furnish to such expert who will be required to keep such information confidential to the parties all information relating to the particular dispute reasonably requested by such expert to enable him to give a decision as to what course of action in his reasonable opinion ought to be followed to give an outcome equitable to both parties taking into account the respective rights and obligations of the parties as set out in the Agreement.

15.7.3 Information provided to the expert may be in the form of oral or written submissions but in either case the expert shall afford each party an opportunity equal to the other to put forward information and in any event when receiving oral information from or on behalf of a particular party shall afford the other an opportunity of being present at such a hearing.

15.7.4 The expert shall use all reasonable endeavours to render his decision within 30 days following his receipt of all information requested or if this is not possible so soon thereafter as may be reasonably practicable and the parties shall co-operate fully with the expert to achieve this objective.

15.7.5 The decision of the expert shall be final and binding on each of the parties but for the avoidance of doubt this dispute resolution procedure provides for a form of informal disputes resolution and is not a reference to arbitration under the Arbitration Acts 1950 to 1996 nor any other statute.

15.7.6 The parties shall share equally the fees and expenses of the expert unless the expert directs that the party against whom the decision has been given shall pay a greater proportion of such costs.

15.8 It is not intended that the terms of an Agreement shall be enforceable by any third party whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise