

**RITTER COURIVAUD LIMITED (“RITTER”)
TERMS AND CONDITIONS OF SALE (THE “CONDITIONS”)**

These Conditions apply to all sales of Goods by Ritter to the exclusion of any other terms and/or conditions in any format that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, unless such terms and/or conditions are agreed in writing by a director of Ritter. By accepting a delivery of Goods these terms will be deemed accepted.

1. DEFINITIONS

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Force Majeure: events, circumstances or causes beyond a party's reasonable control.

Goods: the goods (or any part of them) supplied to the Customer by Ritter.

2. ORDERS

2.1 Orders shall be placed by telephone, email, EDI or Ritter's website as agreed by Ritter and the Customer. Ritter may accept or decline orders at its absolute discretion. Ritter may, at its discretion, accept an amendment to an order by the Customer.

2.2 Unless otherwise agreed, any order to be delivered:

- (a) within the M25 motorway in Greater London must be for a minimum value of £50; and
- (b) outside of the M25 motorway in Greater London must be for a minimum value of £150.

2.3 Unless notified otherwise, if Ritter receives an order:

- (a) on or before 15:00, the delivery date will be one Business Day after the order date;
- (b) after 15:00, the delivery date will be two Business Days after the order date.

2.4 Ritter shall assign an order number to each order it accepts and notify the order number to the Customer. Each party shall use the relevant order number in all subsequent correspondence relating to the order.

2.5 The Customer is responsible for ensuring that orders are complete and accurate. The Customer shall give Ritter all necessary information that Ritter reasonably requires in order to fulfil each order.

2.6 Customers ordering via Ritter's website will also be subject to Ritter's Terms and Conditions of Online Purchase.

3. THE GOODS

3.1 All Goods are offered subject to availability.

3.2 Any drawings, descriptive matter, or advertising produced by Ritter and any descriptions or illustrations contained in Ritter's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the contract or have any contractual force.

3.3 Ritter shall ensure that the Goods correspond with their description and be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by Ritter.

3.4 The Customer acknowledges that Ritter is not a manufacturer of any of the Goods, but merely a distributor and that as such the specification of the Goods can change without notice. The Customer acknowledges that it should always check the label of the Goods it has purchased for the current ingredients and possible allergens and nutritional information.

3.5 Information about the Goods may be made available online via independent third platforms. Ritter may partner with such a platform for the purposes of allowing customers the ability to electronically retrieve certain information; including but not limited to allergens information; regarding the Goods.

3.6 In the event the Ritter agrees to upload any information to any online portal at the request of the Customer, including extracting data from a third party portal, Ritter shall use reasonable endeavours to ensure that the information is uploaded correctly. The information available will depend upon the manufacturer updating any such portal. The Customer accepts that, Ritter is not the manufacturer, nor a provider of product data and has no control over the accuracy of the information it uploads, and it cannot guarantee that the information that it has uploaded relates to the Goods which the Customer has in its possession, should there be more than one specification of the Goods in the supply chain.

4. DELIVERY

4.1 Ritter shall ensure that each delivery of Goods is accompanied by a delivery note which shows the order number, the type and quantity of Goods (including the code number of the Goods, where applicable).

4.2 Ritter shall endeavour to deliver Goods to the location which is specified on the Customer Information Form on the delivery date determined in accordance with clause 2.3.

4.3 Delivery is completed on the completion of unloading the Goods at the location agreed in accordance with clause 4.2.

4.4 The Customer shall inspect the Goods on delivery.

4.5 Any claim made by the Customer to Ritter for any loss or damage must be made within 24 hours of delivery.

4.6 Dates are approximate only, and the time of delivery is not of the essence. Ritter shall not be liable for any delay in delivery of any Goods or any failure to deliver Goods that is caused by:

- (a) a Force Majeure Event; or
- (b) the Customer's failure to provide Ritter with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.7 If after the day on which Ritter attempted to make delivery of Goods the Customer has not taken delivery of those Goods, Ritter may resell or otherwise dispose of part or all of the Goods.

4.8 If Ritter delivers up to and including 5% more or less than the quantity of Goods ordered, the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, a pro rata adjustment shall be made to the Order invoice.

4.9 These Conditions shall apply to any repaired or replacement Goods supplied by Ritter.

5. TITLE AND RISK

5.1 Risk in Goods shall pass to the Customer on completion of unloading the Goods at the agreed delivery location.

5.2 Title to Goods shall only pass to the Customer once Ritter receives payment in full (in cash or cleared funds) for them.

5.3 Subject to this Clause 5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Ritter receives payment for the Goods. However, if the Customer resells the Products before that time:

- (a) it does so as principal and not as Ritter's agent;
- (b) title to the Goods shall pass from Ritter to the Customer immediately before the time at which resale by the Customer occurs; and
- (c) the Customer will at all times remain obliged to pay for the Goods in accordance with these Conditions

5.4 Until title to the Goods has passed to the Customer, the Customer shall maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.

5.5 Ritter may recover Goods in which title has not passed to the Customer. The Customer irrevocably licenses Ritter, its officers, employees and agents, to enter any premises of the Customer (including vehicles) to recover any Goods in which property has not passed to the Customer.

6. PRICE AND PAYMENT

6.1 Ritter reserves the right to alter the price of the Goods without notice.

6.2 The Goods shall be invoiced at the price in place on the day of despatch.

6.3 The price of the Goods excludes value added tax (VAT), which the Customer shall additionally be liable to pay to Ritter at the prevailing rate (if applicable), subject to the receipt of a valid VAT invoice.

6.4 Ritter may invoice the Customer for the price of Goods plus VAT at the prevailing rate (if applicable) on or at any time after it confirms the relevant order to the Customer. Ritter shall ensure that the invoice

includes the date of the order, the invoice number, and any other information agreed between the parties.

6.5 If Ritter agrees to purchase a large consignment of Goods specifically at the Customer's request, Ritter will manage the Goods to ensure that any short dated stock, or stock that will soon become short dated is sent to the Customer as a priority. Notwithstanding the foregoing, the Customer is responsible for the costs of any Goods that becomes short dated as a result of the Customer failing to purchase the expected quantities of the Goods, for whatever reason and the Customer irrevocably promises to pay for the Goods, on Ritter's first written demand and waiving all rights of objection a sum or sums not exceeding in aggregate the sale value of those Products

6.6 The Customer shall pay invoices in full in cash or cleared funds on receipt of Goods, unless credit is granted under a separate agreement. If the Customer is paying Ritter in cleared funds, payment shall be made to the bank account nominated in writing by Ritter.

6.7 If the Customer fails to make any payment due to Ritter under the contract by the due date for payment, then, without limiting Ritter's remedies under clause 8:

- (a) the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclay Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount in addition to any other costs of enforcement.
- (b) Ritter may suspend all further deliveries of Goods until payment has been made in full.

6.8 The Customer shall pay all amounts due under the contract in full without set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Ritter may at any time, without limiting any of its other rights or remedies, set off any amount owing to it against any amount payable by Ritter to the Customer.

7. LIMITATION OF LIABILITY

7.1 Nothing in this contract shall limit or exclude Ritter's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable).

7.2 Subject to clause 7.1:

- (a) Ritter limits its liability to the maximum extent permitted by law as follows: Ritter's total liability to the Customer, whether in contract, tort (including negligence) shall be limited at its option to replacing the whole or part of any Goods deemed damaged or defective or refunding or crediting the purchase price or the pro rate portion of the purchase price of the Goods which the defective Goods form part.
- (b) Ritter's maximum liability arising out of our supply of goods to the Customer under these terms will be limited to the price of the Goods which are damaged or the subject of the dispute.
- (c) Under no circumstances will Ritter be liable for any indirect or consequential losses of any kind, including but not limited to loss of profit, loss of revenue, loss of opportunity, goodwill or customers; however such liability arises, whether in contract, tort (including negligence), nor for any defect on any Goods caused by abnormal conditions of storage, transportation, treatment or handling; or any negligence or wrongful act by the Customer or any other customer; or by the Customer's employees or agent; or by any failure of Ritter to perform its obligations under these Conditions caused by circumstances beyond its reasonable control.

8. TERMINATION

8.1 Without limiting its other rights or remedies, either party may terminate the contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so (for the avoidance of doubt non-payment under clause 6 shall constitute a material breach);
- (b) the other party 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;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the contract has been placed in jeopardy.

8.2 Without limiting its other rights or remedies, Ritter may terminate the contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the contract on the due date for payment.

9. GENERAL

9.1 **Entire agreement.** This 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.

9.2 **Variation.** No variation of this contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9.3 **Compliance with laws.** In performing its obligations under the contract, the Customer shall (and shall procure that each member of its group) comply with all applicable laws, statutes, regulations and codes from time to time in force.

9.4 **Fraud, bribery & ethical trading.** Each party must adhere to the Bribery Act 2010 and have an anti bribery policy.

9.5 Both Ritter and the Customer will comply with any policy relating to anti-bribery and ethical trading.

9.6 Where the Customer has reasonable grounds to believe that there has been any fraud, criminal behaviour or breach of any policy relating to anti-bribery and/or ethical trading by the Customer, the Customer shall notify Ritter.

9.7 If we have reasonable grounds to believe the Customer has committed fraudulent or criminal behaviour or breached any policy relating to anti-bribery and/or ethical trading Ritter may, acting reasonably suspend the delivery of Goods pending an investigation and until that investigation is completed.

9.8 **Assignment.** The Customer cannot assign any of its rights or obligations under the contract without Ritter's consent. Ritter may assign any of its rights or obligations without the Customer's consent.

9.9 **No waiver.** No failure or delay by a party to exercise any right or remedy provided under the Conditions 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.

9.10 **Governing law and jurisdiction.** The contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims).