RAPS (UK) Limited

General Terms and Conditions

(*Conditions for Sale and Delivery*)

1. General

1.1 These General Terms and Conditions apply to all our business relationships with our customers (each hereinafter referred to as a "**Buyer**"). They apply only if the Buyer is acting in the course of a business, trade or profession and not as a consumer within the meaning of section 2(3) of the Consumer Rights Act 2015.

1.2 These General Terms and Conditions shall apply exclusively to all offers and contracts for the delivery of goods and services ("**Goods"**) by RAPS (UK) Limited (hereinafter referred to as the "**Seller**" or "**we**" / "**our**"/ "**us**"), including in ongoing and future business relationships. Amendments to these terms and conditions are only binding on the Seller if it has expressly agreed to the same in writing.

1.3 We expressly reject the Buyer's terms and conditions of business and purchase. They are only binding on us if we have expressly agreed to them in writing. This requirement of our written consent applies in all cases. For example, even if the Buyer refers to its general terms and conditions in the context of the order and we do not expressly object to the same, its general terms and conditions are not applicable.

1.4 Insofar as these General Terms and Conditions stipulate a requirement for written form, this requirement may only be waived expressly in writing. This does not apply to ancillary agreements individually negotiated between the parties upon conclusion of the contract.

1.5 References to statutory provisions are for clarification purposes only and shall apply in addition to these General Terms and Conditions, only insofar as they are not amended or expressly excluded.

2. Offers; Conclusion of Contract

2.1 Our offers are subject to change and are non-binding such that we may revoke offers without consequence until they are formally accepted. Acceptance may be made by us either in writing or by our delivery of Goods to the Buyer. The Seller reserves the right to sell Goods to a third party prior to acceptance of the Buyer's offer.

2.2 Our sales representatives are not authorised to enter into agreements or to bind the Seller in any manner without the written confirmation of the Seller.

2.3 Samples and models of Goods are considered to represent approximate illustrations of quality, dimensions, colour, packaging and presentation. These characteristics are not guaranteed by the Seller unless expressly confirmed in writing.

3. Delivery Period, Delivery

3.1 The delivery period in respect of Goods shall commence at the end of the day on which the order confirmation for those Goods as provided by the Seller is received by the Buyer.

3.2 The Buyer may not refuse to accept a delivery of Goods on the basis of minor defects.

3.3 The agreed quantities of Goods are approximate only, and the Seller is entitled to deliver up to 10% more or less than the agreed quantity. The weight of the Goods to be delivered is determined at the time of dispatch by the Seller and the Seller is liable for weight loss during transportation only in accordance with the conditions specified in clause 8 of these General Terms and Conditions.

3.4 An event of force majeure shall release the Seller from the obligation to deliver on time. If the Seller and the Buyer cannot agree on a new binding delivery date, each of the parties is entitled to terminate the contract. Events of force majeure include, in particular, strike, and other unforeseeable operational disruptions, unavoidable shortages of raw materials, pandemics, war, terrorism and other events beyond the reasonable control of the Seller.

3.5 Deliveries shall be made ExWorks (EXW). At the Buyer's request and expense, and with the Sellers consent, the Goods may be shipped to a specified destination. Unless otherwise contractually agreed, the Seller

may determine the method of shipment (including, without limitation, the form of packaging, the shipping route and the carrier).

3.6 For orders with a value of less than £ 75 (excluding VAT), we charge a minimum order surcharge of £ 6,95 (plus VAT).

4. Transfer of Risk, Default of Acceptance; Returnable Containers

4.1 The risk of accidental loss and accidental deterioration of the Goods shall pass from the Seller to the Buyer upon delivery of the Goods to the Buyer but for where the Goods are being delivered at the direction of the Buyer in which case the risk of accidental loss, the risk of accidental deterioration of the Goods and the risk of delay shall pass to the Buyer upon delivery of the Goods to the carrier or freight forwarder or any other person designated by the Buyer to transport the Goods. Delivery of the Goods shall be deemed to have taken place if the Buyer refuses acceptance in a manner which is not permitted under these General Terms and Conditions.

4.2 If the Buyer is in default of acceptance of Goods or fails to perform any act of cooperation required of it or if delivery of Goods is delayed for other reasons for which the Buyer is responsible, the Seller shall be entitled to claim compensation for the resulting loss, including additional expenses (for example, storage costs) and shall be permitted to charge liquidated damages of a sum equal to 0.05% of the agreed purchase price of the Goods per calendar day ("**Liquidated Damages**"), beginning on the expiry of the delivery period or, in the absence of a delivery period, on the date of receipt by the Buyer of notification that the Goods are ready for dispatch.

4.3 At its full discretion, the Seller, may choose to claim from the Buyer a sum equal to the actual loss incurred in place of Liquidated Damages. In this event, all statutory claims (including claims for compensation for additional expenses, reasonable compensation and termination) shall remain unaffected and the Liquidated Damages shall be credited against any further monetary claims. The Liquidated Damages shall be capped at the purchase price (excluding VAT).

4.4 Pallet cages, containers and any and all similar transport packaging used in the delivery of Goods to the Buyer ("**Returnable Containers**") remain the property of the Seller and must be returned to the Seller in the same condition in which they were received, at the Buyer's expense and risk and within a reasonable period of time after delivery. The Buyer is liable for damage to or loss of the Returnable Containers and, if they are not returned, will be charged a sum equal to their current market value.

5. Prices and Terms of Payment

5.1 The prices quoted by us are ExWorks (EXW) including packaging, but excluding value added tax and shipping costs.

5.2 If the Buyer wishes to have the Goods shipped to another destination as opposed to delivered ExWorks the Buyer shall bear the transport costs including, without limitation, any requisite insurance fee. Any and all public charges (including, but not limited to, fees, levies, taxes and customs duties) shall be borne by the Buyer.

5.3 The Seller will comply with the obligations under the applicable packaging regulations, including the Packaging (Essential Requirements) Regulations 2015 and The Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended).

5.4 All invoices become due upon conclusion of the contract and are payable to the Seller without deduction within 30 days from the date of issue and in the currency stated therein. Invoices are deemed paid on the date the Buyer funds are received, fully cleared, in our account.

5.5 Any complaints regarding an invoice must be communicated by the Buyer to the Seller in writing immediately. If no complaints are raised by the Buyer, the invoice shall be deemed accepted 30 days after the date of the invoice. Any agreed payment period shall be counted from the date of the invoice.

5.6 Where the Buyer fails to make payment by the due date, statutory interest shall accrue on the outstanding amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Without prejudice to any other rights of the Seller, the Seller shall also be entitled to claim the fixed sum compensation and reasonable costs of recovering the debt as provided under that Act.

6. Right of Retention, Set-Off

6.1 The Buyer shall only be entitled to exercise rights of set-off and retention if its claim is undisputed by the Seller or has been finally determined by a court of competent jurisdiction.

6.2 Refunds are to be paid to the Buyer by the Seller only in the event that the Seller has no outstanding claims in respect of the Buyer. Where outstanding claims exist, they shall be set off by the Seller as against any refunds owed to the Buyer.

7. Buyer's Claims for Defects

7.1 Statements as to the conformity of Goods with specific provisions and/or recommendations for Goods made by the Seller or its employees, agents or subcontractors and/or product descriptions made by the Seller or manufacturer, do not constitute a warranty or a guarantee as to the specification or suitability of the relevant Goods.

7.2 Claims for defects shall not be permitted in the event that they constitute either insignificant deviations from the agreed quality of Goods or customary commercial shrinkage.

7.3 The Buyer must submit any complaints in writing to the Seller, such that the Seller receives the same within ten days of receipt of the relevant Goods. Latent defects must be asserted within a reasonable period of time depending on the nature of the Goods, and must be reported to the Seller immediately, and in any event within seven working days, following discovery.

7.4 If delivered Goods are defective, and the cause of the defect existed before title in the Goods passed to the Buyer the Seller may, in its full discretion, choose to either remedy the defect or provide replacement Goods free of charge. If the remedy or the replacement Goods, as applicable and as determined by the Seller, fail to remedy the original defect the Buyer may (without prejudice to any claims for damages pursuant to clause 8) terminate the contract or reduce the purchase price by a sum equivalent to the value of a good which has the same defect. All other remedies available to the Buyer are fully excluded to the extent permitted by law.

7.5 In lieu of remedying defective Goods or having replacement Goods delivered, the Seller may, in its full discretion, compensate the Buyer for the reduction in value of the Goods received.

7.6 Goods will only be accepted by the Seller for return if warranty rights entitling the Buyer to return the goods are validly asserted. Returned Goods must be undamaged upon delivery to the Seller (but for in respect of the alleged defect) and must have a shelf life of at least four months from the date of return, as indicated by the best-before date on the respective Goods but for where this requirement would lead to an unlawful shortening of the statutory limitation period for warranty claims.

7.7 There is no obligation on the Seller to investigate as to whether or not the Goods are subject to third-party intellectual property rights in any jurisdiction outside of the United Kingdom. If the Buyer exports the Goods to areas outside the United Kingdom, the Seller accepts no liability if the Goods infringe third-party intellectual property rights unless the purchase contract expressly provides for the export of the Goods to those areas by the Buyer. The Buyer shall indemnify the Seller against any loss, direct or indirect, caused by the export of Goods by the Buyer where that export was not expressly permitted by the Seller.

8. Other Liability

8.1 Claims for damages by the Buyer, regardless of their legal basis, are excluded to the full extent permitted by law.

8.2 The exclusion in clause 8.1 shall not apply to:
(a) liability under the Consumer Protection Act 1987 (to the extent applicable);
(b) liability for death or personal injury caused by the negligence of the Seller, its employees or agents;
(c) liability for fraud or fraudulent misrepresentation;
(d) liability for breach of the terms implied by sections 12, 13, 14 and 15 of the Sale of Goods Act 1979 (as amended), save that (except in relation to title under section 12) the Seller's liability for breach of such terms shall be limited to the remedies set out in clause 7; and
(e) any other liability that cannot lawfully be limited or excluded.

8.3 Subject to clause 8.2, the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the price paid by the Buyer for the Goods in respect of which the claim arises.

8.4 Subject to clause 8.2, the Seller shall not be liable to the Buyer for any indirect or consequential loss, loss of profit, loss of business, loss of revenue, loss of goodwill, loss of anticipated savings, or loss of data.

8.5 Nothing in these terms affects the Buyer's statutory rights as against the Seller to the extent such rights cannot be excluded or limited by contract.

9. Limitation Period

9.1 Subject to clause 9.2, any and all claims by the Buyer for defects in Goods and claims for damages on any legal grounds must be made within twelve months of the date on which the cause of action occurred (the "**Limitation Period**").

9.2 The Limitation Period shall not apply where the law mandatorily prescribes longer periods, including (without limitation) in the case of claims under the Consumer Protection Act 1987 and in the cases of mandatory liability referred to in clause 8.2.

10. Retention of Title

10.1 The Seller will retain title to the delivered Goods until all of its current and future claims arising from the relevant purchase contract or otherwise in relation to the Buyer have been paid in full. If the Buyer acts in breach of contract, in particular if the Buyer is in default of payment of any sum due, the Seller shall be entitled to terminate the contract after giving the Buyer a period of thirty days' notice to remedy the breach. If we repossess the Goods on the basis of our retention of title, this shall constitute termination of the related contract between the Buyer and the Seller. The Buyer shall bear the transport costs incurred in connection with any such repossession. The Seller may sell any Goods that are repossessed from the Buyer pursuant to its retention of title. The proceeds of such sale shall be applied against the amounts owed to the Seller by the Buyer, after deduction of the costs accrued by the Seller in actioning the repossession and sale. Seizure or enforcement action taken by the Seller in respect of the Goods subject to retention of title shall also constitute termination of the contract.

10.2 Where Goods are in the possession of the Buyer but title to such Goods remains with the Seller, the Buyer covenants that it shall treat the goods with reasonable care, shall keep the Goods properly stored, protected and insured and shall clearly identify the Goods as being the property of the Seller.

10.3 The Buyer is entitled to use the Goods subject to retention of title and to sell them in the ordinary course of business provided the Buyer is not in default of any payment due to the Seller. However, the Buyer shall not pledge the Goods subject to retention of title or grant any security interest over them. The Buyer hereby assigns to the Seller by way of security, and the Seller accepts, all claims for payment against the customers of the Buyer arising from the resale of the Goods subject to retention of title, as well as all claims of the Buyer relating to the Goods subject to retention of title which arise against the customers of the Buyer or third parties on any other legal grounds (including claims in tort and claims for insurance proceeds), including all balance claims from running accounts.

10.4 The Buyer may collect the claims assigned to the Seller pursuant to clause 10.3 (the "**Assigned Claims**"), provided the Seller does not revoke this authorisation. The Seller retains the right to collect the Assigned Claims directly. The Seller shall not ordinarily collect the Assigned Claims directly or revoke the Buyer's authority to collect, provided the Buyer duly meets its payment obligations.

10.5 If the Buyer acts in breach of contract, in particular if the Buyer is in default of payment of any sum due, the Seller may require the Buyer to provide details of the Assigned Claims (including the identity of the relevant debtors), to notify the relevant debtors of the assignment, and to deliver to the Seller all documents and information it may require in order to enforce the Assigned Claims. The Seller is entitled to inform the relevant debtors directly of the assignment made by way of security pursuant to clause 10.3.

10.6 Any products resulting from the combination, mixing or processing of Goods ("**Products**") are subject to retention of title at their full value, and the Seller shall be deemed to be the manufacturer of Products for the purposes of this clause 10. In the event that the property rights of third parties remain in force following the combination, mixing or processing of Goods with the goods of third parties, the Seller shall acquire co-ownership of the resulting Product in proportion to the invoice values of the respective combined, mixed or processed Goods and the provisions regarding retention of title shall apply accordingly.

10.7 In the event of the seizure of Goods subject to retention of title by third parties or other interference by third parties, the Buyer shall immediately draw the attention of such third party to the Seller's ownership and notify the Seller of the seizure in writing so that the Seller may enforce its property rights. If the third party does not reimburse the Seller for the judicial or extrajudicial costs and expenses incurred by the Seller in recovering the relevant Goods after a reasonable demand has been made, the Buyer shall indemnify the Seller against any such costs and expenses.

11. Additional Terms and Conditions of Sale and Delivery for Sausage Casings

11.1 The Seller uses sausage casings from reputable manufacturers. We assume liability for the sausage casings only to the extent that we are entitled to bring the equivalent statutory warranty claims against the respective manufacturer and recover under the same and only within the applicable statutory periods. Any further liability is expressly excluded to the fullest extent permitted by law.

11.2 Print motifs created by the Seller or any other member of the RAPS group of companies are and will remain the intellectual property of the relevant RAPS group entity and will require express and prior written consent for use by the Buyer or any third party. If printing documents are provided to us by the Buyer or if we are required to comply with specifications provided by the Buyer, we shall not be liable for any infringement of third-party rights or any violation of food law regulations arising from the design of the motif or text and the Buyer shall indemnify the Seller and all its affiliate companies in full as against any such claims and related costs, losses and/or expenses.

11.3 Sausage casings printed or manufactured by the Seller according to customer requirements ("**Special Orders**") cannot be returned or exchanged, except in the case of valid quality defect claims. In the case of Special Orders, no complaint may be made for defects affecting up to three percent (3%) of the delivered quantity. Minor colour deviations from the designs are possible and not unusual, and complaints in this regard are therefore excluded in full. The Buyer agrees to accept partial deliveries for Special Orders and such orders shall be deemed fulfilled in the event of short or excess quantities of up to fifteen percent.

12. Place of Performance and Jurisdiction

12.1 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this contract (including any dispute regarding the existence, validity or termination of this contract).

12.2 Notwithstanding the provisions of clause 12.1, the Seller may also bring proceedings against the Buyer in the courts of any jurisdiction in which the Buyer has its registered office or principal place of business.

13. Special Provisions for Sales in the Online Shop

13.1 For contracts concluded online via shopping platforms operated by the Seller ("**Online Sales**"), the provisions of this clause 13 shall apply in addition to the terms and conditions contained in clauses 1 to 12 and 14, inclusive. Insofar as the terms and conditions contained in this clause 13 conflict with other clauses of these terms and conditions, the terms and conditions of this clause 13 shall take precedence in the case of all Online Sales.

13.2 The presentation and advertising of items in the Seller's online shopping platforms do not constitute a binding offer to conclude a purchase contract, but instead constitute an invitation to treat inviting the Buyer to submit a binding offer to conclude a corresponding contract.

13.3 By submitting an order via the Seller's online shopping platform, the Buyer makes a legally binding offer to conclude a corresponding contract. Unless otherwise stated in the offer, the Seller is entitled to accept this contract offer within two weeks of receiving it and the Buyer remains bound by its offer during this period.

13.4 The Seller shall promptly confirm receipt of an offer by email, but such confirmation does not constitute a binding acceptance by the Seller of the offer made by the Buyer unless it also expressly declares the same.

13.5 The Seller may declare acceptance of the contract offer made by the Buyer either in writing or by delivering the Goods, as applicable, to the Buyer.

13.6 If it is not possible to deliver the required Goods ordered by the Buyer (for example, because the goods are not in stock) we will inform the Buyer promptly and refund any payments already received without delay. No contract shall be concluded such that no Online Sale will be deemed to have taken place.

13.7 In the case of payment via a payment service provider or by credit card, the terms and conditions of the respective payment service provider shall apply in addition. The Buyer may, at its discretion, (i) transfer the purchase price and shipping costs for any Goods ordered to the bank account of the Seller; (ii) authorize the Seller to collect payment by direct debit; (iii) pay by credit card; or (iv) pay via a payment service provider engaged by the Seller (for example, PayPal). In the case of a direct debit authorisation or payment by credit card, the Seller will debit the Buyer's account no earlier than the day on which the relevant offer to purchase Goods is made by the Buyer. A direct debit authorisation shall remain in effect for all further orders placed by the Buyer until revoked. In the case of a bank transfer, the Seller shall only provide the Goods once the cost of the Goods

has been received in fully cleared funds in the Seller's account. In the case of payment via a payment service provider or by credit card, the terms and conditions of the respective payment service provider shall apply in addition to the terms of these General Terms and Conditions.

13.8 Orders placed via our online shopping platform and any resulting communication shall be conducted exclusively in English.

13.9 Costs incurred by the Seller as a result of delivery of Goods outside of the United Kingdom including without limitation, taxes, customs duties, import and export duties, processing fees and money transfer fees shall be borne by the Buyer. In the event of cancellation by the Buyer, the Buyer shall bear the direct costs of the return shipment.

14. Final Provisions

14.1 These General Terms and Conditions and any contract, dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

14.2 A person who is not a party to this contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

14.3 If any provision of these General Terms and Conditions is or becomes invalid, illegal or unenforceable, the validity of the remaining provisions shall not be affected.

14.4 If these General Terms and Conditions require written form, any communication by email is sufficient to satisfy the written form requirement.

14.5 If there is any inconsistency or conflict between the English language version of these General Terms and Conditions and any translated version of the same, the English language version shall be considered the original language. Any translated version is provided for informational purposes only, and the English language version will prevail for all legal and contractual purposes, including (without limitation) with respect to any and all disputes.

RAPS (UK) Limited

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