

Amur (Anaerobic Digestion business) Terms and Conditions of Sale

GENERAL TERMS AND CONDITIONS OF SALE OF AB Agri Limited trading as Amur (the “Company”)

In these terms and conditions:

Buyer - means the company, partnership or person placing an order for Products. In these terms and conditions, a person includes a natural person, corporate or unincorporated body (whether or not a separate legal entity).

Contract - means an individual contract between the Company and the Buyer for the sale and purchase of Products on these terms and conditions.

Event of Force Majeure - means (i) any circumstances beyond the control of the Company (including, but not limited to, acts of God, governmental actions, strikes or other labour disputes (whether or not relating to the Company's workforce), lock-outs, accidents, war or national emergency, acts of terrorism, protests, riot, civil commotion, explosion, flood, adverse weather conditions, epidemic, fire, reduction in or unavailability of power at manufacturing plant, breakdown, stoppage, slow working or reduced efficiency of plant or machinery, restraints or delays affecting carriers, shortage or unavailability of raw materials from normal sources of supply), unexpected cost increases (including in the cost of manufacture and processing or obtaining raw materials from alternative sources of supply) caused by unexpected events such as severe weather, or (ii) the amendment or coming into force of any legal provision adversely affecting the Company in relation to the production, import, export or sale of any Products or any ingredients or materials for production of any Products including any Economic Sanctions Law.

Products - means the products (or any instalment or part) or any related advisory services the Company agrees to sell and the Buyer agrees to purchase under the Contract.

Loss(es) - means any loss, claim, liability, expenses or damages suffered or payable whether arising directly or indirectly.

1 Application of these terms and conditions

1.1 These terms and conditions along with such industry standard terms as the parties may agree in writing shall apply are the only terms and conditions upon which the Company is prepared to deal with the Buyer and they shall govern and are incorporated into every contract for the sale of Products made by or on behalf of the Company (provided that in the event of contradiction between these terms and conditions and such agreed industry standard terms, the former shall prevail). They apply to the entire exclusion of all and prevail over other terms or conditions (whether or not in conflict or inconsistent with these terms and conditions), including those of the Buyer or which are implied by trade custom, practice or course of dealing, unless specifically excluded or varied in writing by an authorised representative of the Company and any purported provisions to the contrary are hereby excluded or extinguished.

1.2 Acceptance by the Buyer of delivery of the Products is (without prejudice to any other manner in which acceptance of these terms and conditions may be evidenced) deemed to constitute unqualified acceptance of these terms and conditions.

1.3 If, subsequent to any Contract, a contract of sale is made between the Company and the Buyer without reference to any conditions of sale or purchase, such contract however made is deemed to be subject to these terms and conditions.

1.4 The Company reserves the right to replace or amend these terms and conditions and any such replacement or amendment shall apply to the exclusion of these terms and conditions. In the event of such replacement or amendment the Company shall use reasonable endeavours to advise the Buyer of such replacement or amendment as soon as reasonably practicable.

2 Orders

2.1 Each order or acceptance of a quotation for Products by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy those Products subject to these terms and conditions and is subject to acceptance by the Company. Each acceptance of an order by the Company shall give rise to a separate Contract. The Buyer is responsible to the Company for ensuring the accuracy and completeness of the terms of any order and any applicable specification submitted by the Buyer and agreed with the Company.

2.2 Any quotation by the Company does not constitute an offer and the Company reserves the right to withdraw or revise a quotation at any time prior to the Company's acceptance of the Buyer's offer.

2.3 No order shall be binding on the Company unless and until it has been accepted (in writing, including without limitation by email) or performed by, the Company. The Company shall use its reasonable endeavours to meet the Buyer's requested delivery timings but reserves the right to vary delivery deadlines where operationally necessary. Subject to Conditions 3.3 and 14, once the Company has accepted an order, the Buyer may not cancel the order except with the prior written agreement of the Company and on terms that the Buyer must indemnify the Company in full against all Losses (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses reasonably and properly incurred by the Company as a result of the cancellation, and for any loss or costs incurred by the Company if Buyer fails to utilise these materials and Company sells those materials.

2.4 If the Company agrees to forward buy any materials specifically for Products for supply to the Buyer then the Buyer agrees to place orders, and not to cancel such orders, for sufficient quantities of Products as will completely utilise the forward bought materials. The Buyer agrees to place these orders in line with mutually-agreed forecasts, and any amendments to these must be agreed in writing with the Company, failing which the Buyer shall be liable for any additional charges incurred by the Company (including without limitation for storage and administration). If Buyer does not use all the forward bought materials by the end of the calendar month for which the purchase was contracted, then the Seller reserves the right to sell those materials and Buyer shall be liable for any losses (versus the original cost of purchase of those materials) and costs incurred by Seller in doing so.

2.5 It is the responsibility of the Buyer to ensure the Products are suitable for the intended use and that the Products comply with all relevant legislation regarding the intended use.

2.6 It is the responsibility of the Buyer to ensure that the Products meet any criteria or classification required for any incentive or support schemes (including without limitation Feed in Tariffs and Renewable Heat Incentives) or similar.

3 Prices

3.1 Unless otherwise agreed by the Company in writing, and subject to these terms and conditions:

- a. the price payable for Products shall be the price in Pounds Sterling quoted by the Company, or if no price is quoted, as set out in the Company's list price in pounds sterling at the date of the Contract;
- b. in the case of an order for delivery by instalments the price payable for each instalment shall be the Company's price current at the date of despatch of such instalment; if the Buyer operates or has its seat, or if the Contract is performed (in whole or part), in a Eurozone country (as constituted at the date of this Contract) ("**Affected Country**"), or the Contract specifies payment be made in EUR, then the Company may direct the Buyer to satisfy its obligations as to payment by means of payment in GBP or USD (at the Company's discretion) into a UK bank account in the name of the Company, only if (i) the Affected Country exits the Eurozone; or (ii) the EUR as a currency ceases to exist; and
- c. if the provisions of clause 3.1 (c) are triggered and the Buyer makes payment to the Company in GBP/USD to a UK bank account, the applicable conversion rate shall be the average EUR to GBP/USD (as relevant) exchange rate reported in the Financial Times over the six (6) months ending on the date on which the events set out in clauses 3.1 (c) (i) and 3.1 (c) (ii) occurred.

3.2 All prices are exclusive of any applicable value added tax (or any similar or equivalent sales taxes or duties), which the Buyer is additionally liable to pay to the Company.

3.3 Notwithstanding Condition 3.1 and without prejudice to Condition 14.2, the Company reserves the right at its sole election, at any time before delivery, to increase the price of the Goods (including any Goods to be supplied under an agreement to which these terms and conditions apply for the sale, purchase and supply of a quantity of Goods over a period of time (such as a supply or umbrella agreement)) to pass on to the Buyer any increase in the costs to the Company of producing and/or supplying Goods including any such increases which are due to any factor beyond the control of the Company (such as, without limitation, a significant increase in the costs of, or shortages or the unavailability of, labour or materials, any variation in exchange rates, any change of delivery dates, any change in quantities or specifications of the Goods which is requested by the Buyer and agreed by the Company, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate information and instructions). The Company shall notify the Buyer of any such price increases and the Buyer shall have the right to refuse to pay such additional costs by notice in writing to the Company, within two (2) business days of receipt of notice from the Company of the relevant price increase under this Condition 3.3, in which case the Buyer shall be deemed to have cancelled its order for such Goods, without liability to either party. This Condition 3.3 is however subject to Condition 3.4.

3.4 The Company reserves the right at any time before delivery to increase the price of any Goods (including any Goods to be supplied under an agreement to which these terms and conditions apply for the sale, purchase and supply of a quantity of Goods over a period of time (such as a supply or umbrella agreement)) to reflect the imposition of, or change, in any tax, duty or other levy imposed in relation to the Goods by any governmental or regulatory authority, in which case the Buyer's right in Condition 3.3 and Condition 14.2 to cancel the order for the relevant Goods shall not apply.

3.5 When Company makes a Contract for sale of Products which are moist or liquid co-products to the Buyer (a "**Co-Product Contract**"), the Buyer acknowledges that such a contract is made subject to availability and the Company will not know until nearer the delivery date how much of the Products will be available for delivery, and Condition 3.6 shall apply in these circumstances accordingly.

3.6 If Company informs the Buyer that it is unable to fulfil the sale of some or all of the Products quantity stated in a Co-Product Contract confirmation, then the Company may offer the Buyer an alternative product to make up any difference. If (i) the Company is unable to offer an alternative

product, or (ii) the Buyer informs the Company that it does **not** wish to proceed with the Co-Product Contract on this revised basis; or (iii) the Buyer fails to inform the Company whether it wishes to proceed with the Co-Product Contract on this revised basis within 5 days of being offered that alternative product, then the Buyer shall be deemed to have cancelled its order for the Products, without liability for either party. For the avoidance of doubt this cancellation shall not affect any other outstanding orders for Products by the Customer and these shall remain in force. The rights of the Company under this Condition are in addition to any other rights the Company may have.

4 Additional costs

The Buyer shall indemnify the Company on demand in respect of any Losses incurred by the Company caused as a result of the Buyer's specifications or instructions or lack thereof, or through any failure or delay by the Buyer in taking delivery or any use or mis-use by the Buyer of any bags, pallets or containers in which the Products may be supplied or through any other act, neglect or default on the part of the Buyer, its servants, agents or employees.

5 Intellectual property if Products are made to Specific or Special Instructions

The Buyer shall indemnify the Company on demand against all Losses incurred by the Company or for which the Company may be liable due to or arising out of any infringement or alleged infringement of any intellectual property rights occasioned by the importation, manufacture or sale of the Products and their packaging if made to the specific instructions of the Buyer.

6 Terms of payment

6.1 The Company shall be entitled to invoice the Buyer for the price of the Products on or at any time after despatch of the Products whether or not the Buyer takes delivery. Where delivery is by instalments the Company shall be entitled to invoice each instalment as and when despatch of that instalment is made.

6.2 Unless otherwise agreed in advance in writing signed by an authorised person on behalf of the Seller or as stated on the invoice, the Buyer shall pay for the Products in Pounds Sterling and (in relation to Products delivered on or before the 13th of the relevant month) not later than the 28th of the month of delivery, or (in relation to Products delivered on or after the 14th of the relevant month) not later than the 13th of the month following delivery, notwithstanding that property in the Products has not passed to the Buyer. Time for payment shall be of the essence. Payment shall become due immediately upon the occurrence of any of the events referred to in Condition 11. The Buyer shall pay by direct debit where requested to do so by the Seller.

6.3 If pursuant to the terms of the Contract the price is payable in instalments or if the Buyer has agreed to take specified quantities of Products at specified times, any default by the Buyer in the payment of any due instalment or the failure to give delivery instructions in respect of any quantity of Products outstanding shall cause the whole of the balance of the price to become due immediately.

6.4 The Buyer shall make all payments due under the Contract in full to the Company to the bank account in the UK of the Company as notified to the Buyer and without any deduction whether by way of set-off, counterclaim, discount, or abatement. The Seller shall have the right to set-off any amounts due from Buyer at any time under or in connection with any Contract, against any amounts that the Seller owes to the Buyer at any time whether under or in connection with a Contract or otherwise.

6.5 The Company may obtain and use information regarding the Buyer from credit reference agencies to help make purchase limit decisions about the Buyer's account and the Buyer agrees to co-operate by providing access to information that the Company might reasonably request to assist in the purchase limit assessment process. The Company is not responsible for the accuracy of information provided by credit reference agencies or for the consequences of any decisions based upon it.

6.6 The granting of a purchase limit facility on the Buyer's account will be subject to status and an account purchase limit will be applied. Without prejudice to clause 2.3, the Seller reserves the right not to accept orders that exceed the purchase limit and the Buyer must pay all invoices in good time to ensure capacity on the account for subsequent orders within the purchase limit.

6.7 The Company may vary the purchase limit or remove the purchase limit facility at its discretion.

6.8 If requested by the Company the Buyer shall provide financial guarantees in support of any purchase limit facility granted.

6.9 If any of the events described in Condition 8.3 occurs (or if the Company reasonably believes that any such event is about to occur and notifies the Buyer accordingly), or if the Buyer fails to make any payment on the due date, then without prejudice to any other right or remedy available, the Company shall be entitled to suspend any further deliveries to the Buyer (without prejudice to the Company's right subsequently to terminate the Contract for the same cause should it so decide) until any default by the Buyer be remedied and if the Products have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary. The Company may and without prejudice to any other right or claim by notice in writing terminate wholly or in part any and every order or Contract between the parties; and (both before and after any judgment), in respect of any unpaid amounts, charge interest at a rate equal to the higher of the interest rate payable on court judgments or 4% above the base rate from time to time of Barclay's Bank plc accruing on a daily basis from the due date until payment is made.

7 Delivery

7.1 All times, dates or periods given for delivery of the Products are estimates given in good faith but without any responsibility on the Company's part. The Buyer shall take delivery of the Products within 7 days of the Company giving it notice that the Products are ready for delivery. The Products may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

7.2 Unless otherwise agreed by the Company in writing the Products will be delivered Ex Works (as such term is defined by Incoterms 2010) at the point of loading of the Products onto the Buyer's transport at the Company's premises (whether within Great Britain or elsewhere in the world, as notified to the Buyer). If the Buyer requests delivery in any other manner, and the Company has agreed to such changes in writing, any difference in price shall be charged to the Buyer's account and supply shall be on a CPT basis (Incoterms 2010).

7.3 The Buyer shall provide at the delivery point and at its own expense, adequate equipment and labour for taking delivery of the Products.

7.4 The Buyer shall not be entitled to reject the Products if the Company delivers up to and including 10% more or less than the quantity of Products ordered, but a pro rata adjustment shall be made to the order invoice.

7.5 The Company shall not be liable (whether in contract or for negligence or otherwise (howsoever arising) for: (i) loss of or damage to the Products occurring prior to delivery; (ii) any claim that any Products are defective or is otherwise not in accordance with the Contract; or (iii) non-delivery, unless claims to that effect are notified in writing by the Buyer to the Company (and in the case of claims for loss, damage or non-delivery with a copy to the carrier if the Company's own vehicles have not been used to deliver the Products):

- a. within three days of delivery for loss, damage, defect or non-compliance with the Contract where such loss, damage, defect or non-compliance is or should have been apparent at the time of delivery; or
- b. within five days of the date of the invoice for non-delivery; or
- c. as soon as reasonably practicable after the Buyer has become aware (or should have become aware) of defects not apparent at time of delivery.

7.6 In the event of a valid claim for defect, loss, damage, or non-compliance with the Contract or non-delivery the Company undertakes at its option to either reprocess or replace the items concerned at its expense or issue a credit note or refund but shall not be under any further or other liability in connection with such non-delivery, loss, damage or non-compliance.

7.7 The Company shall not be liable for any claim in relation to the Products under Condition 7.5 if:

- a. the Buyer makes any further use of such Products after giving notice of the relevant claim; or
- b. the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, use or maintenance of the Products or (if there are none) good trade practice; or
- c. the Buyer alters the Products.

7.8 If the Buyer shall fail to give notice in accordance with Condition 7.5 above the items delivered shall be deemed to be in all respects in accordance with the Contract and without prejudice to earlier acceptance by the Buyer it shall be bound to accept and pay for the same accordingly and all claims in respect of non-delivery, loss, damage, defect or non-compliance shall thereafter be wholly barred.

7.9 If for any reason: (i) the Buyer fails to accept delivery of any of the Products when they are ready for delivery; or (ii) the Company is unable to deliver the Products on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations, the Company may at its sole discretion without prejudice to its other rights:

- a. store the Products at the Buyer's risk (including for loss or damage caused by the Company's negligence) for such period as the Company may determine and take reasonable steps to safeguard and insure them at the Buyer's cost, provided that the Buyer shall be immediately informed thereof; and

- b. sell the Products at the best price readily obtainable and (after deducting all related costs and expenses of storage, insurance and sale) charge the Buyer for any shortfall beyond the price under the Contract or account to the Buyer for any excess.

7.10 The Buyer is responsible at its own cost for complying with all export and import legislation, regulation and controls, including obtaining export and import licences, and paying all applicable duties, and for obtaining all other consents required to deliver the Products.

7.11 The quantity of any consignment of Products as recorded by the Company or its nominee upon loading at the Company's place of business shall be deemed to be the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence to the contrary.

7.12 Where any Products are to be delivered by the Company to the Buyer's customer on behalf of the Buyer all freight insurance charges, wasted haulage charges, and any charges incurred on deliveries refused by the Buyer's customer shall be payable by the Buyer at the same time as the Buyer is required to pay for the Products unless otherwise agreed by the Company in writing. The following maximum unloading times are allowed for full loads or part thereof after which the Buyer shall be liable for a minimum detention charge of £25 per hour: bulk tipped - 1 hour; bulk blown - 2 hours; palletised bags - 1 hour. Charges for demurrage and diversion charges will not be included in the Buyer's normal invoice and must be paid separately in accordance with the Company's instructions.

8 Passing of title and risk

8.1 From the time of delivery (or attempted delivery in the circumstances set out in Condition 7.9) the Products shall be at the Buyer's risk but the Products shall remain the Company's property until the Company has received in full (in cash or in cleared funds) all sums due to it in respect of: (i) the Products; and (ii) all other sums which are or which become due to the Company from the Buyer on any account.

8.2 Until title to the Products has passed to the Buyer, the Buyer shall: (a) hold the Products on a fiduciary basis as the Company's bailee; (b) take reasonable steps to ensure that the Products remain readily identifiable as the Company's property; (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Products; (d) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (e) notify the Company immediately if it becomes subject to any of the events listed in Condition 8.3; and (f) give the Company such information relating to the Products as the Company may require from time to time. Notwithstanding the foregoing, the Buyer may resell or use the Products in the ordinary course of its business, provided that the proceeds of any such resale are received and held by the Buyer in a separate bank account as identifiable funds on trust for the Company.

8.3 The Buyer's right to possession of any Products for which payment has not been made in full and cleared funds in pounds Sterling to the Company shall terminate immediately if: (i) the Buyer has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory), or has a receiver and/or manager, administrator or administrative receiver appointed of the Buyer's undertaking or any part thereof, or the Buyer's credit-worthiness materially deteriorates; or documents are filed with the court for the appointment of an administrator of the Buyer's undertaking or notice of intention to appoint an administrator is given by the Buyer or the Buyer's

directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer's undertaking or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the Buyer's insolvency or possible insolvency; or (ii) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on the Buyer's property or to be obtained by the Buyer, or the Buyer fails to observe or perform any of the Buyer's obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or (iii) the Buyer encumbers or in any way charges any of the Products; or (iv) analogous proceedings or events to those specified in this Condition 8.3 are instituted or occur in relation to the Buyer elsewhere than in England and Wales ; or (v) or if the state in which the Buyer has its seat or in which the provisions of a Contract are to be effected or from which the Buyer has previously made or intends to make payment to the Supplier or in which the Supplier has previously received or intends to receive payment from the Buyer, being a state which as at the date on which the relevant order was placed had the EURO as its national currency, ceases to have the EURO as its national currency.

8.4 The Buyer grants to the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where the Buyer is in default with respect to its payment obligations to the Company under the Contract or the Buyer's right to possession has terminated, to recover them.

8.5 The Company shall be entitled to recover payment for the Products notwithstanding that ownership of the Products has not passed to the Buyer.

8.6 Where the Company is unable to determine whether any Products are the Products in respect of which the Buyer's right to possession has terminated the Buyer shall be deemed to have used or sold the said Products of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.

8.7 On termination of a contract however caused the Company's (but not the Buyer's) rights contained in this Condition 8 shall remain in effect.

9 Conditions, Warranties and Representations

9.1 The Buyer and the Company agree that Products will meet (in all material respects) its specifications at the time of delivery only and will comply with all applicable existing UK statutory requirements.

9.2 Except as set out in these terms and conditions, any conditions or warranties (whether express or implied by statute or common law or arising from conduct or a previous course of dealing or trade custom or usage or otherwise) or other terms as to the quality of the Products or their fitness for any particular purpose (even if that purpose is made known expressly or by implication to the Company) or as to the correspondence of the Products with any description or sample are hereby expressly excluded to the fullest extent permitted by law and no warranty is given by the Company for the condition of the Products after the expiration of the shelf life (if any) of the Products. For the avoidance of doubt, the conditions implied by section 12 of the Sale of Products Act 1979 are not excluded from the Contract.

9.3 The Buyer acknowledges and agrees that it has not entered into any Contract or placed any order in reliance on any statement or representation of any person (whether a party to this agreement or not) other than as expressly set out in these terms and conditions or the relevant

Contract. The Buyer acknowledges and agrees that it is not receiving any advice from the Company in connection with the supply of the Products or otherwise relating to any Contract.

9.4 Without limiting the generality of the foregoing, the Buyer irrevocably and unconditionally waives any right or remedy it may have to claim damages and/or to rescind any Contract or cancel any order by reason of any misrepresentation (other than a fraudulent misrepresentation) having been made to it by any person (whether party to this agreement or not) and upon which it has relied in entering into any Contract or placing any order.

10 Product Recall Procedure

10.1 The Buyer shall supply to the Company in writing the contact name and telephone details of a person or persons who will be available 24 hours a day, every day of the year.

10.2 Either party shall notify the other party immediately upon becoming aware of:

- a. any defect in the Products delivered;
- b. any material error or omission in the instructions for the use of the Products; or
- c. any order from a competent court of regulatory authority that the Products are to be withdrawn from sale.

10.3 The Company may require the Buyer at the Buyer's own cost to:

- a. recall any Products or any finished products into which the Products have been incorporated already sold by the Buyer to its customers (whether for a refund, credit or replacement which shall in each case be undertaken by the Buyer at the Company's option); and/or
- b. issue any notification to the Buyer's customers about the manner of use, operation or safety of any Products or finished products already sold by the Buyer.

10.4 The Buyer shall not carry out a product recall of any Products without the Company's prior written consent.

10.5 The Buyer shall not publicise in any way this Agreement, any product recall or any other related matter without the Company's prior written consent except where required by law.

10.6 If there is a product recall the Buyer will use its best endeavours to cooperate with the Company to ensure a prompt and effective product recall.

10.7 The Buyer will enforce local procedures covering product recall subject to any directions received from the Company.

10.8 The Buyer shall advise the Company of the location of all Recall Products which have been recalled or isolated or disposed of by the Buyer so that the company may carry out reconciliation.

10.9 The Buyer shall cease to use, deliver, sell or distribute the Recall Products.

10.10 If the Buyer fails to immediately withdraw, recall or destroy the Products in accordance with the Company's request, then the Company is authorised to take such action as it deems

necessary to withdraw recall or destroy the Products (at the Buyer's cost). Such action by the Company shall not relieve the Buyer of any of its obligations hereunder.

10.11 Save to the extent that any withdrawal, recall or destruction of Products is directly caused by the Company's wilful act or omission or negligence, the Buyer shall indemnify the Company against all Losses arising out of any withdrawal, recall or destruction of the Products pursuant to this Condition 10.

11 Default of Buyer

If the Buyer shall be in breach of any of its obligations under the Contract then the Company may by notice in writing suspend delivery or any further deliveries (as the case may be) of Products until any default by the Buyer is remedied and if the Products have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12 Termination

12.1 The Company shall have the right, in any circumstances in which it is entitled to delay or suspend a delivery or any further deliveries, or to cancel any order or Contract, or suspend performance of its obligations under any Contract, to terminate by notice in writing (and without liability) to the Buyer any other order or any other contract between the Company and the Buyer.

12.2 Save to the extent set out in Conditions 2.3 and 3.3, or as provided by the mandatory operation of law, the Buyer shall not be entitled to cancel any order or Contract, whether by reason of any act, omission or default on the part of the Company or otherwise. Without prejudice to the foregoing, where the Buyer is entitled to cancel any order or Contract, the exercise of such right of cancellation by the Buyer shall not affect any other order or contract between the Company and the Buyer.

13 Limitation of liability

13.1 The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of: (a) any breach of a Contract; including wilful breach; (b) any claim in connection with the Products, their supply by the Company, or their use or resale by the Buyer; or (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

13.2 Nothing in these terms and conditions excludes or limits the liability of the Company: (a) for human death or human personal injury caused by the Company's negligence; or (b) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or (c) for fraud or fraudulent misrepresentation.

13.3 Subject to Condition 13.2 above the Company's total aggregate liability (including costs and interest) in any Liability Year (as defined below), in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract and any other contracts, taken together, between the Buyer and the Amur division of AB Agri Limited (together, the "**Relevant Contracts**"), shall be limited as follows:

1.
 - a. in respect of any claim for physical damage to property arising from or in connection with the performance or contemplated performance of the Relevant Contracts

(" **Property Claim**"), the Company's total liability (including costs and interest) shall be limited to the higher of:

the total of all sums under Relevant Contracts paid or payable by Buyer to the Company in any twelve month period ending on the date that the relevant claim arises (the "**Liability Year**"); and

£500,000;

The Company shall be entitled to set-off from the limitation cap in (i) or (ii) the amount of any other Property Claim arising in that Liability Year for which the Company is liable which shall have the effect of reducing the limits at (i) and (ii) accordingly; and

1.

- b. In respect of all claims other than those covered by sub-clause (a), to the price paid or payable under the Contract for the Goods which are the subject matter of any valid claim by the Buyer.

13.4 Subject to Condition 13.2, the Company shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of anticipated savings or cost reductions, loss of business, depletion of goodwill (in each case whether direct or indirect) or for any indirect or consequential loss whatsoever and howsoever caused which arise out of or in connection with the Contract.

13.5 If any of the Products which are the subject of a Contract are manufactured by a third party, the Buyer is responsible for complying with all manufacturer's recommendations regarding the use of the Products and, if in doubt, must contact that manufacturer. The Company accepts no liability for any Losses arising from a failure by the Buyer to follow the manufacturer's recommendations.

14 Force Majeure

14.1 If by reason of an Event of Force Majeure the Company is prevented from or hindered in or delayed in manufacturing, obtaining or delivering (by normal route or means of delivery) the Products, or if by reason of such an event the Company can only manufacture, obtain or deliver (by normal routes or means of delivery) the Products at an increased cost which is unacceptable to the Company, the Company shall (subject to Condition 14.2): (a) not be liable to the Buyer or deemed to be in breach of the Contract by reason of any resulting delay in performing, or any failure to perform, any of the Company's obligations in relation to the Products; and (b) be entitled (without liability to the Buyer) to cancel any order or to delay delivery or to reduce the amount of Products delivered. Where any such Event of Force Majeure continues for a period of more than 14 days, the Company shall be entitled to terminate the Contract on notice in writing to the Buyer.

14.2 For the purposes of this Condition 14, the Buyer acknowledges and agrees that certain of the Products that are made from specific sourced raw materials are not substitutable. Where such categories of Products are affected by an Event of Force Majeure, the Company shall: (a) investigate alternative sources of supply of such Products, but (without prejudice to Condition 3.3) shall be entitled to pass on to the Buyer any additional costs incurred by the Company in obtaining the specific Products from such alternative sources; and (b) not be entitled to avail itself of the remedy at Condition 14.1(b) except to the extent that it is unable to locate an appropriate alternative source of supply. Where the Company identifies an alternative source of supply of such specific Products, the Company shall notify the Buyer of the additional costs associated with the supply of such Products before committing to acquiring them. The Buyer shall have the right to refuse to pay such additional costs by notice in writing to the Company, within five (5) business days of receipt of notice from the Company of additional costs under this Condition

14.2, in which case the Buyer shall be deemed to have cancelled its order for such specific Products, without liability to either party. This Condition 14.2 is subject to Condition 3.4.

15 Consumer Complaints and Phone Calls

15.1 The Buyer shall provide the Company with details of any consumer complaints in relation to the Products.

15.2 Phone call received by the Company's customer service department may be recorded for internal training purposes and for transaction verification purposes and the Buyer undertakes to make its employees who may make such calls aware of this.

16 Ethical Trading, Anti-Bribery and Sanctions Compliance

16.1. In accordance with the Company's commitment to sustainable and ethical business practices the Buyer warrants and represents that in connection with any matter arising under or pursuant to any Contract it shall (i) protect its workers' rights, including by ensuring: safe and hygienic working conditions, freedom of association, living wages are paid, working hours are not excessive, no discrimination is practised, no harsh or inhumane treatment is allowed and no child labour is used; (ii) ensure environmental management programmes are in place (iii) (without prejudice to Condition 17.2) not offer, promise, give or receive any improper financial payment and/or other improper advantage to or from any person, customer or supplier; and (iv) not make or offer, directly or indirectly, any payment, gift or other advantage to a public official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business

16.2 In addition the Buyer:

- a. shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (all of the aforesaid being "**Relevant Requirements**");
- b. shall have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
- c. shall on request by the Company certify to the Company in writing signed by an officer of the Buyer, compliance with this Condition 17.2 by the Buyer and all persons associated with it. The Buyer shall provide such supporting evidence of compliance as the Company may reasonably request;
- d. warrants that neither it nor, to its knowledge, its officers, employees, nor any person involved by or for it in the performance of any Contract, is a Sanctioned Person; and
- e. shall comply with Economic Sanctions Law in all respects related to the performance of this Contract and shall not have any dealings or transactions with any Sanctioned Person (including in respect of any further sale of the Products) if such dealings or transactions would cause the Seller to be in violation, or to be subject to a risk of punitive measures being imposed pursuant to, any Economic Sanctions Law. .

16.3 For the purpose of these terms and conditions:

"Sanctioned Person" means any person, organisation or vessel

- i. designated on the United Nations Consolidated Lists, the Consolidated List of Financial Sanctions Targets maintained by the UK HM Treasury, the Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, the US Government's Denied Persons List, Entities List, Debarred Parties List and Terrorism Exclusion List or on any list of targeted persons issued under the Economic Sanctions Law of any other country (including the European Union);
- ii. that is, or is part of, a government of a Sanctioned Territory;
- iii. owned or controlled, directly or indirectly, by, or acting on behalf of, any of the foregoing; or
- iv. incorporated within located within or operating from a Sanctioned Territory and subject to any Economic Sanctions Law; or
- v. otherwise targeted under any Economic Sanctions Law.

"**Economic Sanctions Law**" means any laws, regulations, or other binding measures of the European Union, any EU member state, the United Nations, the United States of America or any other jurisdiction applicable to the Parties which relates to economic or trade sanctions, export controls, non-proliferation, anti-terrorism or similar restrictions.

"**Sanctioned Territory**" means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Law from time to time, including without limitation Iran, Myanmar, Sudan, Syria, North Korea and Russia/Ukraine.

17 General

17.1 A waiver of any right or remedy under the Contract is only effective if given in writing. Any waiver by the Company of any breach, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall not affect the other terms of the Contract.

17.2 Subject to Condition 1.4, the Contract may only be varied by the written agreement of both parties (and in the case of the Company) must be signed by a director on the Company's behalf.

17.3 If, in any particular case, any provision of these terms and conditions (or any part of any provision) shall be held to be invalid, illegal or unenforceable by any court or competent authority, or shall not apply to the Contract, that provision or part-provision shall, to the extent required, be deemed to be deleted and the other terms and conditions shall continue in full force and effect and will not in any way be impaired. If any provision of these terms and conditions is held to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with the minimum modifications necessary to make it valid and enforceable.

17.4 The Company may assign the Contract or sub-contract the whole or any part thereof. The Buyer shall not attempt to assign, transfer, charge or otherwise deal with its rights or obligations under the Contract without the prior written consent of the Company.

17.5 The rights and remedies of the Company under these terms and conditions shall be cumulative and no right or remedy of the Company set out in these terms and conditions shall be deemed to be in lieu of any other right or remedy.

17.6 Any notice required or permitted to be given by either party to the other under these terms and conditions shall be in writing addressed to the other party at its registered office.

17.7 Nothing in these terms and conditions shall create or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties and no employee of one party shall be deemed to be or become an employee of the other party.

17.8 The parties to the Contract do not intend that any term of the Contract shall be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

17.9 In the event of any disputes arising out of or in relation to this Contract, without prejudice to any rights either party may have (including but not limited to the right to obtain injunctive relief and any right of the Company if it reasonably believes that the Buyer has repudiated the Contract or is in material breach), either party may request that the parties attempt to settle it first by negotiation. If the parties have not settled such dispute within 60 days of the commencement of negotiations the provisions of Condition 17.10 apply.

17.10 The Contract and any dispute or claim arising out of or in connection with it, or its subject matter or formation, whether of a contractual or non-contractual nature, shall in all respects be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts, including (without limitation) in respect of any application for injunctive or ancillary relief.