

STANDARD TERMS AND CONDITIONS OF SALE

The headings in this agreement are for convenience only and shall not affect its interpretation.

1 INTERPRETATION IN THIS AGREEMENT

- 1.1 "Standard Terms and Conditions of Sale" Means the Terms and Conditions shown under this agreement.
- 1.2 "The Company" means Vega Nutritionals Ltd., whose registered office is at 41 Central Avenue, West Molesey, Surrey, KT8 2QZ. UK.
- 1.3 "The Customer" means the party with whom the Company is dealing with for the sale of its Product/s.
- 1.4 "The Product/s" means any Product/s sold by the Company to its Customer.
- 1.5 "Order/s" means any contract of sale between the Company and its Customer.
- 1.6 "Order Value" means the value of the Product/s ordered by the Customer from the Company being at the Company's current price as agreed with the Customer less any value added tax (or other taxes, duties and levies).
- 1.7 "Working Day" means Monday to Friday between the hours of 9.00 am. to 5.00 pm. (excluding Bank Holidays in England).
- 1.8 "Force Majeure" means, any act of God, strike, lockout, labour disturbances, act of the public enemy, war declared or undeclared, blockade, revolution, riot, insurrection, civil commotion, lightning, fire, storm, flood, earthquake, explosion, governmental restraint, embargoes, inability to obtain or delay in obtaining raw materials, supplies, equipment or transport, inability to obtain or delay in obtaining governmental approvals, permits, licenses or allocations and any other cause whether of the kind specifically stated above or otherwise which is not reasonably within the control of the Company.

2 STANDARD TERMS AND CONDITIONS OF SALE

- 2.1 These Terms and Conditions shall apply for the sale of all Product/s by the Company to its Customer and shall take precedence over any other terms, conditions, warranties or representation, written or oral, referred to or stipulated by the Customer. These Terms and Conditions may not be varied unless agreed in writing with the Company and any such variation must be authorised by a Company Director.
- 2.2 If any provision or part thereof of these Terms and Conditions is held to be illegal or unenforceable, the enforceability of the remainder of the provision of these conditions shall not be affected.
- 2.3 No waiver by the Company of any breach of these Terms and Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 2.4 Any notice given by either party shall be sent in writing, telex or by facsimile and addressed to that other party at its registered office or principle place of business.

3 PRICES AND QUOTATIONS

- 3.1 The price of the Product/s will be the current price of the Company or that quoted at the date of acceptance of the Order/s and is subject to change thereafter should the Company incur additional or increased costs due to fluctuation in currency rates, freight charges, import duties, suppliers charges or any other unexpected surcharges or costs.
- 3.2 All prices quoted by the Company orally, in writing or in its price list for UK Customers will be in UK Sterling and will include any applicable Value Added Tax (VAT) but will not include the cost of delivery (where applicable).
- 3.3 All prices quoted by the Company orally, in writing or in its price list for International Customers will be in UK Sterling and on an ex-works and ex-VAT basis (or any other taxes, duties and levies). The Customer, if applicable, will be liable to pay for the charges for carriage, insurance, freight, VAT or any other taxes, duties and levies.
- 3.4 The Company reserves the right to amend prices without prior notice to correct errors, omissions or to reflect fluctuations in costs.

4 ORDER/S

- 4.1 Order/s submitted by the Customer shall be deemed as a contract of sale by the Company.
- 4.2 Order/s will be accepted by the Company in writing by post, email, fax or by telephone during normal working days.
- 4.3 The Customer will be responsible for accurately identifying the Product/s ordered, particularly in the case of telephone Order/s.
- 4.4 The Customer will be fully responsible for the Order Value once the Order/s has been accepted by the Company and will indemnify the Company against all losses and costs should the Customer cancel the Order/s.
- 4.5 Any special promotional offers which differ from our Standard Terms and Conditions will be subject to availability and acceptance of the Order/s.
- 4.6 The Company reserves the right to withdraw any Product/s from sale without incurring liability.

5 DELIVERY AND RETURNS

- 5.1 There is no minimum Order Value and postage is free for all UK deliveries by second class mail, for first class mail a postage and handling charge will apply for quantities under 7 units (£2.50 for 1-3 units and £4.50 for 4-6 units). A postage and handling charge will apply for timed deliveries in the UK and for deliveries outside the UK.
- 5.2 The Company will deliver the Product/s at the delivery address specified by the Customer during normal working days. Acceptance of delivery indicates agreement to these Terms and Conditions.
- 5.3 The delivery time or date is estimated by the Company and are not guaranteed or form part of the contract of sale. The Company shall not be liable for any delay in delivery and any such delay does not entitle the Customer to cancel the Order/s.
- 5.4 All deliveries of Product/s by the Company's couriers to the Customer will be signed for by the Customer or any authorised member of staff at the delivery address, this will be taken as conclusive proof of delivery.
- 5.5 The Company will not exchange or refund any Product/s purchased by the Customer, unless the Company commits an error, there is a Product/s recall or the Product/s are alleged to be damaged.
- 5.6 Any shortage, non-delivery or damage (in transit or otherwise) of Product/s will be notified to the Company in writing within 3 working days of delivery. Nondelivery of an entire Order/s must be reported to the Company in writing within 7 days after submitting the Order/s. All damaged goods must be returned to the Company and must be retained in its original packaging and kept intact to enable an insurance claim to be made on the courier or supplier.
- 5.7 Any returns of Product/s, as per clause 5.4 and 5.5, will only be accepted by the Company on a completed returns note as issued by the Company on receipt of a written notification from the Customer.
- 5.8 The Company will inform the Customer of Product/s that are out of stock and will not be liable to the Customer. Out of stock Product/s will be cancelled from the Order, and on the Customers approval will be placed on a back Order for supply when stocks are available. The Company reserves the right to make partial deliveries of the Product/s ordered by the Customer.

6 PAYMENT TERMS

- 6.1 The Company will accept credit/debit card payments from the cards shown below. Authority for payment must be given by the Customer at the time of placing the Order, the card details will be encrypted to minimise the possibility of unauthorised access or disclosure.
- 6.2 Payment will be taken from the credit/debit card when the Order is despatched to the Customer. The Company will not take payment from the card for Product/s that are out of stock.

7 TITLE OF PROPERTY, LIABILITIES AND RISK

- 7.1 The property and title of all Product/s supplied by the Company to the Customer shall not pass to the Customer until the Company has received full payment.
- 7.2 The full risk in the Product/s will pass to the Customer on delivery of the Product/s. The Company will not be thereafter liable for any defect in the Product/s caused by abnormal conditions of storage, negligence or misuse of Product/s.
- 7.3 In the event of Force majeure the Company shall not be deemed to be in breach of contract or otherwise be liable to its Customer by reason of delay in performance or non-performance of any of its obligations.

8 GOVERNING LAW AND JURISDICTION

- 8.1 These Terms and Conditions shall be governed by English law (excluding choice of law principles).
- 8.2 The Courts of England shall have sole jurisdiction to settle any disputes, which may arise out of or in connection with these Terms and Conditions.

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