

## **BHJ UK FOOD LTD: GENERAL CONDITIONS OF PURCHASE**

### **1. APPLICATION**

The General Purchase Conditions below are applicable to all contracts entered into or all orders placed by BHJ UK Food Ltd (hereinafter called "BHJ") with suppliers (Suppliers), unless otherwise expressly agreed.

### **2. CONCLUSION OF A BINDING AGREEMENT**

An order shall only be binding upon BHJ if it is in writing and has been confirmed and signed by BHJ in writing. By confirming or executing orders, the Supplier accepts BHJ' General Conditions of Purchase. Any conditions of the Supplier, e.g. the Supplier's sales terms that do not comply with BHJ' General Conditions of Purchase, shall not be binding, even though such conditions have not been explicitly rejected by BHJ. These General Purchase Conditions override any contradicting conditions provided by the Supplier.

BHJ' taking delivery of goods shall not be interpreted as BHJ' implied acceptance of any deviating terms of delivery.

### **3. TIME AND PLACE OF DELIVERY AND TRANSPORT**

The place of delivery is the delivery address stated in the purchase confirmation. The time of delivery specified by BHJ is fixed and shall be strictly observed. BHJ does not accept early delivery and may reject such delivery. The Supplier must immediately inform BHJ of any anticipated delay:

- (a) any delay of delivery entitles BHJ to cancel the order and BHJ is exempt from paying any consideration;
- (b) BHJ is entitled to claim damages for its direct and indirect losses suffered following the delay including compensation paid to BHJ' customers due to the delay.

If BHJ fixes a new time of delivery, this is deemed the agreed delivery date and implies that any deviation from such time of delivery shall be deemed a material breach. The Incoterms 2020 conditions (as stated in the purchase confirmation) apply with respect to transport, costs of transport and passing of the risk.

### **4. DEVIATION IN QUANTITIES**

Deviations in quantities of up to +/- 5% shall be deemed acceptable. Deviations of more than +/- 5% shall be deemed unacceptable and shall entitle BHJ to cancel the order and/or claim damages. Even if the quantity delivered is less than -5% of the agreed quantity, the Supplier acknowledges and accepts that BHJ is always entitled to compensation for any extra transport expenses imposed on BHJ because of the shortfall of quantity.

### **5. QUALITY REQUIREMENTS**

The goods supplied by the Supplier shall be of satisfactory quality and fit for the purpose according to the purchase confirmation. The Supplier shall be responsible for supplying goods that meet the quality, veterinary and other requirements and standards of both the country of origin, the country of production and the country of destination. In the event of disagreement among such requirements and standards, the strictest requirements and standards shall apply. The Supplier must ensure that the goods supplied are not in any way restricted from being sold in the country of destination.

The Supplier shall be responsible for ensuring that the necessary official certificates, e.g. veterinary certificates, are issued for the goods, also in the event of transiting of the goods.

### **6. WARRANTY**

The Supplier warrants that the goods supplied (i) will be of general good merchantable quality, (ii) will be free from defects and errors, (iii) comply with applicable industry norms and standards, including applicable health and safety regulations, and (iv) strictly meet the requirements specified by BHJ. If the goods deviate from the standards as previously described, BHJ is entitled, at its discretion, to cancel the order or demand replacement delivery immediately. In this event, BHJ will not be held accountable for any expenses to the Supplier, nor will BHJ contribute to the seller's costs or experience as may be required in order to fulfill the requirements of this section. BHJ are entitled to claim damages for any direct or indirect losses

caused by the defect, including, but not limited to, reimbursement for product recall, cf. section 7. BHJ accepts no limitation of the Supplier's liability in the event of delivery of defective goods. The Supplier acknowledges that it is not practically possible for BHJ to inspect the goods upon delivery, accordingly, a complaint from BHJ shall be deemed timely if made within reasonable time after BHJ became aware of the defect.

#### **7. PRODUCT RECALL**

In the event BHJ or one of its customers performs a recall of the goods, or of products containing the goods and the recall is required due to a defect in or non-compliance of the goods, the Supplier shall reimburse BHJ' direct and indirect losses, costs, including but not limited to, notification costs, return costs, cost of field recall, freight, and rework incurred in effecting any product recall.

#### **8. PRODUCT LIABILITY**

The Supplier warrants, without any limitation in terms of time, that the goods do not suffer from any defects that may cause damage or injuries. The Supplier shall indemnify and hold BHJ harmless against any product liability claims from its customers, distributors or other third party arising from any such goods delivered by the Supplier as well as any legal cost of such action. BHJ will permit the Supplier to assume or participate in the defence of such liability claim at the Supplier's expense. The Supplier must co-operate with BHJ in such defence when requested to do so.

#### **9. DISPATCH**

If the Supplier does not comply with the shipping instructions issued by BHJ, the Supplier will be liable for any additional transport costs and other losses or damages arising to BHJ as a result of the Supplier's noncompliance.

#### **10. CANCELLATION**

The purchase confirmation from BHJ is issued subject to no circumstances arising in the country of destination and/or origin prior to passing of the risk to BHJ - regardless of the nature of such circumstances, for example veterinary, legal, eco-

nomie or political circumstances - that partly or totally prevent the import of the goods into the country, or the export from the country of origin. If BHJ, due to such circumstances, is unable to import or export the goods as intended, BHJ has the right to renegotiate and/or cancel the order.

#### **11. EXPORT REFUNDS**

If BHJ or others are entitled to export refunds from the EU in relation to the goods supplied, as stated in BHJ' purchase confirmation or otherwise, the Supplier will be responsible for ensuring that BHJ receives, well in advance of any deadlines in EU or national legislation, all required documentation in relation to the export of the goods to the country of destination (including without limitation all documents related to the customs clearing within 1 month of the goods crossing the border of the country of destination) to enable payment of the EU export refunds. The Supplier warrants that all conditions related to the import to the country of destination and subsequent use and further circulation of the goods under applicable EU or national legislation for entitlement to export refunds are adhered to. The Supplier will at its own cost assist BHJ in relation to any investigations or request for further documentation from EU or national authorities related to the goods. The Supplier will indemnify and hold BHJ harmless from any damages, claims, sanctions (including penalties or re-imbursements), costs or expense (including reasonable fees for attorneys and other professionals to settle any claim in or out of court) arising out of the Supplier's failure to fulfil its obligations in relation to the goods.

#### **12. ASSIGNMENT AND OTHER DEALINGS**

BHJ may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these General Purchase Conditions. The Supplier may not assign, transfer, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations without the prior written consent of BHJ.

**13. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these General Purchase Conditions or its subject matter or formation.