

## BARENTZ IRELAND LIMITED

### PURCHASE CONTRACT TERMS AND CONDITIONS September 2008 Edition

1. The Seller warrants to Barentz Ireland Limited ("the Purchaser") that it shall at all times supply products ("the Products") to the Purchaser of a satisfactory quality and fit for their purpose, which conform in all respects with the order and any contractual specification supplied by the Purchaser or agreed by both parties and which are in compliance with all statutory requirements and regulations relating to the sale of the Products.
2. The Seller warrants that it holds the appropriate product liability insurance in an appropriate sum and will hold such insurance during the term of any agreement with the Purchaser.
3. Products delivered in error or in excess of the quantity called for may be returned by the Purchaser at its sole option and at the Seller's expense.
4. Where the cost of freight has not been included in the unit price the Products must be dispatched in such a form that the total freight charge whether based on cubic measurement or by weight will be minimum,.
5. The Products shall be delivered to the Purchaser at the delivery address specified by the Purchaser on the date or within the period stated in the order, (in either case during the Purchaser's usual business hours) and the time of delivery of the Products is of the essence of the contract.
6. All containers that are not debited to the Purchaser's account but are to be returned must be clearly marked "returnable". Containers shall only be returned to the Seller at the cost of the Seller unless the Purchaser shall agree otherwise in writing.
7. Expressions such as FOB, CIF etc shall be interpreted in accordance with Incoterms' latest edition.
8. Separate invoices must be rendered for each purchase order. Unless otherwise agreed in writing, payment shall be due 60 days after the date of invoice or the date of delivery (if later).
9. Substitution or extra charges under each order will not be permitted except on specific written authority of the Purchaser.
10. Unless stated to the contrary in the order, prices shown are fixed and may not be increased by the Seller without the Purchaser's consent in writing to any such increase.
11. The Seller shall not assign this contract without the written agreement of the Purchaser.
12. The Purchaser shall be entitled to set off against the price of the Products supplied by the Seller any sums owed to the Purchaser by the Seller. No waiver by the Purchaser of any breach of the contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision of these terms and conditions.
13. The Seller will be held responsible for any loss or damage to the Purchaser's property whilst in the Seller's possession.
14. All Products, equipment and material supplied by the Seller shall be at its sole risk until the same shall have been delivered in accordance with the conditions of the contract.
15. All packaging in contact with food should comply with the Articles in Contact with Food regulations. All steps necessary to ensure integrity of the Products must be taken and relevant certificates should be supplied.
16. The Seller shall indemnify the Purchaser in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Purchaser as a result of or in connection with:

16.1 Breach of any warranty given by the Seller in relation to the Products;

16.2 Any claims that the Products infringe the patent, copyright, design right, trade mark or other intellectual property rights of any other person;

16.3 Any liability under the Consumer Protection Act 1987 in respect of the Products;

16.4 Any acts or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering and installing the Products.

17. The Purchaser shall be entitled to terminate the contract without liability to the Seller by giving Notice to the Seller at any time if the Seller becomes subject to an Administration Order or goes into liquidation, a Receiver is appointed of any of the property or assets of the Seller or the Seller ceases to carry on business.

18. The contract shall be subject to English Law.

19. Health and Safety at Work In accordance

with the Health and Safety at Work Act 1974 (as amended), the Seller must, when supplying articles:

19.1 Take such steps as are necessary to secure that there will be available in connection with the use of the article at work adequate information about the use for which it is designed and has been tested and about any conditions necessary to ensure that, when put to that use, it will be safe and without risks to health'. And when supplying substances:

19.2 Take such steps as are necessary to secure that there will be available in connection with use of the substance at work adequate information about the results of any relevant tests which have been carried out in connection with the substance and about any conditions necessary to ensure that it will be safe and without risks to health when properly used'.

17.10.2008