

Article 1: Definitions

In these Terms and Conditions of Sale the following words shall have the following meanings:

- "JWB" means James 3D Dundee Road, Slough, Berkshire SL1 4LG, United Kingdom
- "Customer" means any customer placing an order for the Products with JWB
- "Products" means all pet foods and ancillary products supplied by JWB
- "Trading Terms" means any specific trading terms offered to the Customer by JWB in relation to orders for Products placed by the Customer.

Article 2: Scope and General Issues

2.1. These Terms and Conditions of Sale (including any Trading Terms) govern the rights and obligations of JWB and the Customer. They apply to all current and future business relations between JWB and its Customers in the version that is current when the order is placed. All orders for Products shall be deemed to be an offer by the Customer to purchase the Products in accordance with these Terms and Conditions of Sale, to the exclusion of any other document.

2.2. These Terms and Conditions of Sale apply without exception. No special conditions may, unless expressly accepted in writing by JWB, prevail over these Terms and Conditions of Sale. In any event, any of the Customer's terms and conditions of purchase or supply, or any other terms put forward by the Customer, do not apply.

2.3. These Terms and Conditions of Sale (including any Trading Terms), the Customer's order (but excluding any Customer terms and conditions) and JWB's acceptance of the order constitute the entire agreement and understanding of the parties with respect to the subject matter.

2.4. JWB reserves the right to modify these Terms and Conditions of Sale from time to time and such amendments will come into force on the effective date notified to the Customer by JWB.

2.5. Unless otherwise expressly stipulated, the information appearing in JWB's sales catalogues and documents is only of a non-contractual, informative and indicative nature.

2.6. All descriptions and illustrations and in particular of weights and dimensions and functionalities criteria issued by JWB in catalogues, price lists, advertising matter and specifications are by way of general description and approximate and shall not form part of any contract with JWB.

2.7. If any provision of these Terms and Conditions of Sale is found to be invalid or unenforceable, in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected by that invalidity or unenforceability.

Article 3: Orders

3.1. No order submitted by the Customer shall be deemed accepted by JWB unless and until confirmed in writing (by letter, email, fax) by JWB. The latter shall be free to confirm or not orders and shall be entitled to refuse an order from any Customer for any reason.

3.2. By submitting an order, the Customer is agreeing to contract with JWB and agrees unconditionally, accepts and undertakes to observe the provisions of these Terms and Conditions of Sale to the exclusion of any other terms and conditions (including his own conditions of purchase).

3.3. Only written orders (by letter, fax or electronic means of communication previously agreed by JWB) placed with JWB's Sales Support Department shall be valid. Orders received after 4PM or outside of a working day will be processed the following working day.

To be valid an order has to specify the product code (or if not, all key information to identify the product), quantity (in whole selling units only), the requested date and place of delivery and the Customer's purchase order number.

3.4. Orders placed by the Customer and accepted by JWB shall be met by JWB only within the limits of its available stocks. JWB accepts no liability for any claims or damages or whatsoever, in the event of stock outage or unavailability of Products.

3.5. JWB reserves the right to modify at any time and without previous notice the Products displayed in its catalogues.

3.6. It is the Customer who personally benefits from the order which cannot be transferred to another person without JWB's prior agreement.

Article 4: Prices

4.1. All prices set out in JWB's documents are stated in pounds sterling and are exclusive of VAT which shall be payable by the Customer at the rate applicable at the date of invoice.

4.2. Prices quoted in JWB's price lists are those in effect at the date on which the order is placed. They are for information purpose only and are subject to change at any time without prior notice.

4.3. The price payable for the Products shall be the price confirmed by JWB in the order confirmation.

Article 5: Conditions of payment

5.1. Unless otherwise agreed by JWB in writing, full and complete payment of the price and VAT shall be made in pounds sterling within 20 days of the date of JWB's invoice. Alternatively, the Customer may make payment of the price less 3%, together with VAT, by making payment within 10 days of the date of JWB's invoice by direct debit.

5.2. A payment is considered effective at the date on which funds are made available to JWB by the Customer.

5.3. Any invoice unpaid at the due date is subject to interest, automatically and without prior notice, at a rate of 8% above the base rate from time to time of Lloyds TSB. Interest for late payment shall be calculated on the total price of the delivered Products including taxes. Unless otherwise agreed, the amount of interest on arrears shall be automatically set-off against all discounts, refunds, reductions due by JWB to the Customer.

5.4. Failure by the Customer to pay any invoice by the due date will result, as of right and without any formalities, in the Customer's immediate liability to pay all sums (including those not yet due) owed by the Customer to JWB.

5.5. In the case of late payments or unpaid amounts, JWB reserves the right to suspend all deliveries and to cancel all orders in progress, without paying any compensation to the Customer and to claim damages to compensate for the loss suffered.

5.6. Under no circumstances may payments due to JWB be either suspended or subjected to any reduction or compensation without JWB's prior written consent.

5.7. JWB reserves the right, at any time and according to the risks involved (particularly where the Customer's financial situation or its deterioration are concerned), to fix an outstanding debt ceiling and render the supply of Products subject to presentation of a guarantee or cash payment by the Customer.

Article 6: Deliveries and Delivery deadlines

6.1. Any specific conditions relating to delivery of the Products shall be stated in the order confirmation.

6.2. Any time for delivery quoted by JWB is indicative and shall not be regarded as a strict deadline. The dates of delivery are given based upon JWB's information and best judgment at the time and are dependent upon the receipt in due time by JWB of all the elements (including all relevant information) it requires to be provided by the Customer.

Except in case of JWB's willful misconduct or gross negligence, the Customer shall not be entitled to use any late delivery as a justification for cancelling the sale, rejecting the Products, withholding of sums or claiming any compensation. JWB shall not be liable for any loss or damage whatever due to failure to deliver the Products on time.

6.3. The Products shall either be delivered to the Customer at the Customer's address or shall be delivered by being collected by the Customer from JWB's premises. In the event of delivery at the Customer's address the Customer shall make all arrangements necessary to take delivery of the Products. Notwithstanding that the Products may be delayed in their delivery the Customer will make all arrangements necessary to take delivery of the Products.

6.4. Where the Products are to be delivered to the Customer's address, JWB shall deliver the Products to the Customer at the entrance to his premises and shall not distribute them within the premises.

6.5. JWB is entitled to carry out partial deliveries. If partial deliveries are made, JWB shall be responsible for any additional shipping costs. If the Customer requires partial deliveries, it shall bear all the resulting additional costs, taxes and expenses.

6.6. The Products shall be delivered in the type, form, mixtures and amounts indicated on JWB's confirmation of the order. Information provided in JWB's catalogue does not represent any kind of guarantee. JWB has the right to make modifications to the Products during the delivery period, without prior notification or public announcement, for the purposes of technical progress, improving facilities or performance or changes resulting from statutory or EU regulations, as long as the object being supplied is not significantly altered.

6.7. The Customer shall take delivery of the Products notwithstanding that the quantity so delivered shall be greater or less than the quantity purchased provided that: (i) such discrepancy in quantity shall not exceed 5%; and (ii) the price shall be adjusted in relation to such discrepancy.

6.8. If the Customer fails to accept the Products or to accept them on time or otherwise causes or requests a delay, JWB will in that case be entitled to store and redeliver the Products at the Customer's expense and risk – to be decided on its own discretion – to sell them to a third party.

6.9. The Customer has no right or title to any of the pallets accompanying the Products sold by JWB. The Customer shall not dispose of them, and shall return them to JWB in substantially the same condition as when delivered in strict accordance with any mutually agreed pallet pool system in operation at the time.

6.10. The time for delivery will be extended by the amount of time by which the contract is delayed through *force majeure* as defined in Article 11 hereinafter.

Article 7: Passing of risks and Retention of Title

7.1. The risks in Products shall pass to the Customer immediately upon their delivery.

7.2. Notwithstanding delivery and passing of the risk, all Products delivered by JWB remain the full property of JWB until the time of full payment of the price and VAT (including any interest and incidental costs) in connection with the underlying contract and/or other contract between JWB and the Customer.

7.3. Notwithstanding the absence of transfer of title, the Customer is liable for the Products and shall insure the Products and keep them insured until such time as title in the Products transfers to the Customer, and shall be responsible for any loss or damage to the Products during such period.

7.4. The Customer is obliged to keep and/or render the Products subject to retention of title in JWB's favour separate and clearly identifiable as JWB's property. The Products in the Customer's stock shall be deemed to be those for which payment has not been made.

7.5. The Products may be recovered at any time by JWB - at the expense of the Customer - in the case of non-performance of obligations by the Customer (without prejudice to the payment to JWB of any damages). JWB and his transportation agent consequently shall be authorized to access the premises of the Customer to seize the Products which are the subject of the retention of title. This procedure is not exclusive of other legal actions or proceedings which JWB may decide to initiate.

7.6. In the case of resale by the Customer of the Products subject to retention of title, the latter agrees to immediately pay the balance of the remaining price owed to JWB, and until such time hold the proceeds of such resale on trust for the benefit of JWB.

7.7. The Customer undertakes to inform JWB immediately about any levy of execution or other impairment of the Products by third parties where JWB retains the title to the Products.

Article 8: Receipt – Times for claims to be made – Returns

8.1. Upon receipt of the Products, the Customer shall immediately inspect the Products, their packaging and the content and promptly inform the carrier of any omissions and/or visible damage.

8.2. In any event, any complaint relating to visible defects, missing items, partial loss or any other non-conformity of the delivered Products, must be lodged by the Customer by registered letter with acknowledgement of receipt with the carrier and reported by fax or electronic mail to JWB within two (2) business days of being delivered. The absence of a claim within the specified time deprives the Customer of the right to invoke a missing item, partial loss and/or visible damage or any other non-conformity of the Products delivered, and the Customer will be deemed to have accepted all of the Products delivered.

8.3. The Customer shall comply with any product hold or retrieval procedures notified to the Customer from time to time.

8.4. The Customer shall provide JWB with all evidence (including photographic evidence) regarding defects or anomalies reported and shall afford JWB an opportunity to inspect the Products within a reasonable time following delivery and before any use is made of them. Only where requested by JWB for the purposes of such inspection, the Customer shall return the delivered Products to JWB. Carriage costs for the return of Products shall be at the Customer's expense unless JWB's liability for defects or non-conformity of delivered Products is established.

8.5. A claim made under this Article 8 shall not discharge the Customer from his obligation to pay the price according to the terms of the contract of sale irrespective of whether the claim is justified.

8.6. If the claim is founded and was lodged by the Customer with the carrier and JWB within the aforementioned two (2) business days, JWB is only liable to replace the Products delivered which are not in conformity to the exclusion of any refund, price reduction, damages or termination of the sale.

8.7. Except as set out in Article 8.4, delivered Products cannot be returned to JWB without its prior written agreement. No credit will be given to the Customer for unauthorized returns and any costs incurred by JWB in handling or disposing of the Products shall be borne by the Customer.

8.8. The Customer shall notify JWB of any non-delivery of a whole consignment of Products within 5 days of the dispatch of any invoice.

Article 9: Liability and warranties

9.1. Subject to the remainder of this Article, JWB warrants that the Products will be of satisfactory quality (as defined in the Sale of Goods Act 1979). They will also comply with all statutory requirements and regulations applicable to such Products for sale in the United Kingdom.

9.2. In respect of defects notified to the Customer by third parties and for which JWB is liable, JWB's responsibility will be limited to that described in Article 8.6 above and to indemnifying the Customer against any Court award made against it for damages, or other financial settlement, in favour of a person dealing as a Consumer as defined in section 12 of the Unfair Contract Terms Act 1977 in respect of personal injury, death or damage to property provided that the Customer notifies JWB immediately of any such claim or complaint and that the Customer provides the following information relating to the defective Products:

- the manufacturer's code on the Product;
- the best before date code;
- description of Product and size;
- the pallet number (if applicable);
- if relevant, whether the Customer admits liability; and
- if relevant, that the Customer will take such steps to defend, settle or otherwise deal with the claim or complaint as JWB reasonably directs.

9.3. Nothing in these Terms and Conditions of Sale excludes or limits the liability of JWB for (i) death or personal injury caused by its negligence; (ii) fraudulent misrepresentation; and (iii) liability which may not otherwise be limited or excluded under applicable law.

9.4. Save as expressly set out in these Terms and Conditions: (i) all warranties or conditions, whether express or implied by statute or otherwise, are excluded to the fullest extent permitted by law; and (ii) in no circumstances shall JWB be liable for any losses or damage arising out of or relating to any Products sold by JWB in any way whatsoever, whether direct or indirect (including loss of profit and goodwill) and whether arising through negligence, misrepresentation, breach of any statutory duty, or of any condition, warranty or other term (express or implied) of any contract or otherwise.

9.5. JWB shall not be liable for Products whose recommended date of sale or use has passed when the Customer supplies them or for any deterioration in Products arising as a result of the Customer's act or default which occurs after such Products have been delivered to the Customer, and the Customer shall not sell such Products. The Customer shall take all reasonable steps to reduce risks to health or safety caused in storage or exposure for sale of the Products and observe any reasonable handling or storage instructions JWB may give from time to time.

9.6. Subject to Article 9.3 JWB shall not be liable for any claim or defect arising in relation to Products delivered, or an invoice issued, more than 12 months before the date such claim is received by JWB.

Article 10: Industrial and Intellectual Property Rights, Confidentiality and Data Protection

10.1. All design, trademark, copyright and other industrial or intellectual property rights of JWB of whatever nature in respect of the delivered Products, any of their constituent parts, their packaging or other material supplied with the delivered Products shall remain the absolute property of and vested in JWB or entitled third parties. These rights are not transferred to the Customer by virtue of the contract with JWB. The delivery of an article cannot be deemed to constitute an explicit or implicit license for the Customer to use, reproduce and release to third parties the industrial and intellectual property rights, unless JWB has given express written consent to that effect.

10.2. The Customer will immediately alert JWB if a third party infringes or threatens to infringe the industrial or intellectual property rights of JWB.

10.3. The Customer is obliged to protect the confidentiality of all information that comes to his notice about JWB, even if that information is not sufficiently designated as being confidential, and to stipulate the same respect to staff members and third parties involved in any way in the execution of the contract.

10.4. JWB shall not give any information it holds about the Customer or its business to anybody else, other than to other companies in JWB's group of companies or in the following circumstances:

- to credit reference agencies, other traders or other organisations, solely for the purposes of assessing the Customer's credit profile;
- to any of JWB's sub-contractors and to people who are acting as JWB's agents (but only where such sub-contractors and/or agents require the information to be able to perform JWB's obligations under the contract, and on the understanding it will be kept confidential);
- if JWB is under a duty to give the information or if the law requires JWB to do so.

JWB may use the Customer's information to provide its services to the Customer, or for assessment and analysis purposes in order to help JWB develop and improve its service to the Customer and other customers. This may include credit scoring and market and product analysis and from time to time JWB may send the Customer details about other products and services which JWB think may be of interest to the Customer's business (unless the Customer has informed JWB that it does not wish to receive such information).

Article 11: Force majeure

11.1. For the purposes of these Terms and Conditions of Sale, *force majeure* refers to any unforeseen circumstance beyond JWB's reasonable control, including (without limitation) strikes, lockouts, lack of raw materials, terrorism, accidents, technical incidents, disruption on the

transport links, fire, floods, uprising, delayed delivery to JWB of goods or services ordered from third parties, whether these incidents affect JWB, its subcontractors or those of its subcontractors.

11.2. During the period of *force majeure*, JWB is entitled to suspend its obligations from the contract or to unilaterally terminate or rescind the contract for the part that was not implemented, without being liable for any damages. JWB is also entitled to claim payment for the performances that were delivered in the framework of the relevant contract before the circumstances that produced the *force majeure* occurred.

Article 12: Termination and rescission

JWB reserves the right to terminate or rescind the contract at its own discretion, whilst retaining all rights to compensation for costs, damages and interest, by means of a written notification to that effect and without prior notice of default, announcement or legal intervention being required, in full or in part with immediate effect, if:

- The Customer fails to meet one or more of his obligations under or otherwise related to these Terms and Conditions of Sale or to meet them on time or in full, or if it is established that full compliance is impossible; or
- The Customer becomes insolvent or enters into liquidation or receivership or is the subject of an application for an administration order or suffers an administrative receiver to be appointed in relation to the whole or any part of its assets or makes a composition or arrangement with its creditors or suffers any judgement to be executed in relation to any of its property or assets.

Article 13: Audits

13.1. JWB reserves the right on reasonable notice to conduct regular audits (or to appoint an authorised third party to conduct such audits on its behalf) of the Customer's compliance with these Terms and Conditions of Sale. For the avoidance of doubt, such audits shall not monitor the Customer's pricing of the Products (which it shall be free to set at its sole discretion) but may assess the Customer's compliance with any specific Trading Terms offered to that Customer, together with the Customer's on-going compliance with criteria established by JWB to determine which Trading Terms are offered to that Customer.

Article 14: Governing Law and Jurisdiction

14.1. These Terms and Conditions of Sale and any sales hereunder shall be governed and construed in all respect with English law (except with regard to sales made to a Customer located in Ireland, when Irish law will apply).

14.2. All disputes relating to the formation, execution, interpretation or termination of the sales hereunder shall be submitted to the exclusive jurisdiction of the English Courts, except for any dispute with an Irish Customer, which shall be submitted to the non-exclusive jurisdiction of the Irish Courts.