

Version.1.0		Document No. 4.1.6 POGSP
	TERMS AND CONDITIONS OF PURCHASE OF GOODS PREMIER FOODS (SHANGHAI) CO., Ltd	

All orders placed by PREMIER FOODS (SHANGHAI) Co., Ltd are subject to and made conditional upon acceptance of these terms and conditions of purchase.

1. Application

The Purchaser hereby orders and the Supplier, by accepting the purchase order, agrees that it will supply the Goods subject to these conditions which shall govern the Contract to the exclusion of any other terms and conditions. Any reference to the Supplier's quotation, specification, price list or like document shall be solely for the purpose of describing the Goods to be supplied and no terms and conditions endorsed upon, delivered with or referred to in such apply to the Contract.

2. Definition

2.1. In these Conditions, the following expressions have the following meaning:

"Business Day" means any day other than a Saturday, Sunday or bank holiday in the People's Republic of China.

"these Conditions" means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Purchaser and the Supplier.

"Continuing Obligation" has the meaning that the terms and conditions of this paragraph are continuing and shall be in full force and effect and shall be binding upon Supplier with respect to each and every article shipped or delivered to Purchaser by Supplier before the receipt by Purchaser of written notice of revocation hereof.

"the Contract" means the contract for the sale and purchase of the Goods constituted by the Supplier's acceptance of the Order in accordance with these Conditions. All Lamex's contracts refer to these terms and conditions, which prevail in any case.

"the Commencement day" means the date of commencement of the contract set out in the supply agreement.

"the Delivery Address" means the address or addresses set out in the Contract or in the absence of a Contract, any Purchase Order.

"Delivery Date" the date or dates set out in the Contract or the relevant Purchase Order or if no dates are set out, within 30 days of either the commencement date under the Contract or in the absence of a Contract the date of the relevant Purchase Order.

"Deliverables" any documentation provided in connection with the Goods.

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"Force Majeure" means that the Purchaser shall not be liable for delaying delivery and/or acceptance of the products, for its failure to accept any products or for its failure to perform hereunder or breach hereof due to strike, labour trouble, war, insurrection, civil commotion, the public enemy, fire, explosion, accident, flood,

storm, act of God, act of any governmental authority, executive or administrative orders or other legal restrictions, riot, embargo, blockade, quarantine, wrecks or delay in transportation or any cause beyond the control of Purchaser which renders Purchaser's acceptance of the products impossible or impracticable, renders Purchaser unable to transport the products to its customer(s) in a commercially reasonable manner, or which renders Purchaser performance impossible or impracticable or causes Purchaser's breach hereof.

"the Goods" means the goods (including any instalment of the goods or any part of them) described in the Order, which the supplier supplies to Lamex under the Contract or the Purchase Order.

"Lamex Group" means the Group of Lamex Entities.

"the Order" means the Purchaser's Purchase Order in respect of the Goods.

"the Policies" means all of the Lamex Group Policies from time to time, including without limitation those on health and safety, corporate social responsibility, data privacy, antislavery etc.

"the Price" means the price of the Goods.

"the Purchaser" means **PREMIER FOODS (SHANGHAI) Co., Ltd** a company registered in People's Republic of China under corporate registration number 91310115MA1K4HNG2G and tax number 91310115MA1K4HNG2G, having its registered seat at Room 114, No. 8 Huajing Road, Free Trade Zone, Shanghai, PRC (together with any holding company, subsidiary, fellow subsidiary or associated company of the Purchaser).

"Specification" includes any grades, quality, quantities, and any written specifications agreed between the parties from time to time.

"Supplier" means the entity named as the Supplier in the Contract or in the absence of a Contract, named in the relevant Purchase Order.

"Writing" includes facsimile, transmission, electronic mail and comparable means of communication.

2.2. Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

2.3. The headings in these Conditions are for convenience only and shall not affect their interpretation.

3. Formation

3.1. Subject to any variation under Condition 4.2, the Contract excludes all other terms and conditions including without limit any terms and conditions which the Supplier purports to apply under any acknowledgement or confirmation or order, quotation, specification, delivery note, invoice or any other similar

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document whether or not such document is referred to in the Contract.

3.2. Each quotation for the Goods shall be deemed to be an offer by the Supplier to sell the Goods on the terms of the Contract. All quotations provided by the Supplier, will remain open for 30 days from its date.

3.3. Each contract shall form a separate agreement for the provision of Goods between Lamex and the Supplier.

3.4. Any Contract may only be cancelled or varied by the Supplier with the prior written consent of Lamex at any time prior to delivery of the goods and on condition that the Supplier shall indemnify Lamex in full against all losses (including loss of profit), costs, damages, charges and expenses incurred directly or indirectly by Lamex as a result of such cancellation or variation.

3.5. Lamex is entitled to cancel the Contract or the purchase order in whole or in part at any time prior to delivery by given written notice to the Supplier in which event Lamex's only liability is to pay to the Supplier a fair and reasonable compensation for work in progress at the time of cancellation.

3.6. The general terms and conditions will prevail in any case of conflict.

4. Provision of Goods

4.1. The Supplier will supply the Goods: a) in the quantities and at the quality specified in the Contract or the Purchase Order, b) in accordance with the specifications and c) in accordance with the description of the Goods specified in the Contract or the purchase order. This is a condition of the Contract or the Purchase Order which allows Lamex to terminate for material breach if the Supplier does not meet.

4.2. The Purchaser shall have the right to change quantities, specifications, packaging, delivery dates, place of delivery, method of delivery, and other descriptions relating to the products and services. If such changes cause an increase or decrease in the cost or time required for Supplier's performance, Supplier and Purchaser will negotiate an equitable adjustment and this Contract shall be modified in writing accordingly. Supplier agrees to accept any changes made pursuant to this paragraph.

4.3. The Order constitutes an offer by the Purchaser to purchase the Goods subject to these conditions.

4.4. The Supplier shall be deemed to have accepted this Contract upon:

(a) Supplier's returning to Purchaser acknowledgement of this Contract,

(b) Supplier's shipment of the products subject to this Contract,

(c) 48 hours having passed from the time Supplier receives the Contract without Supplier providing any response or rejection of the Contract, whichever occurs first. Any acceptance of this Contract is limited to acceptance of the express terms of the terms set forth herein and on the face of the Purchase Contract, unless a modification thereof is specifically consented to in writing signed by the Purchaser.

4.5. The Supplier shall accept the Order placed by the Purchaser and a binding contract for the supply of the Goods subject to these conditions shall exist. By whichever is earlier of:

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- the Supplier's acceptance of the Order in writing or orally subject to these conditions,
- the delivery of Goods.

4.6. No variation of the contract shall be binding unless agreed in writing between the parties.

5. Contract

The Contract consists of these Terms and Conditions of Purchase and the Purchase Contract sent by Purchaser to Supplier, as identified on the face of the Purchase Contract, for the sale of Goods described in the Purchase Contract. Purchaser objects to modifications, conditions and additions to any of the terms of the Contract, irrespective of the wording of Supplier's acceptance, invoice, shipping receipt, packing slip, other written material offer or proposal or by any other means. Regardless of its construction as an offer, acceptance, confirmation or use to place orders for products or services pursuant to an earlier contract, this Contract incorporates by reference all terms of the United Nation Convention on Contracts for the International Sale of Goods (CISG) providing any protection for the Purchaser, including, without limitation, all express and implied warranty protection and all Purchaser's remedies under the CISG. Variances in the items of the description, quantity, price or delivery schedule of the products shall constitute a rejection of this offer. Variances in other items shall constitute an acceptance of all terms of this Contract and a request for variances thereof which shall not become part of the contract of the parties unless specifically consented to in writing signed by the Purchaser.

6. Price

Price and delivery terms are as stated on the face of the Purchase Contract. Unless expressly otherwise provided on the face of the Purchase Contract, the price includes:

- (i) all costs to comply with the terms and conditions of the Contract, including timely delivery,
- (ii) any and all taxes, including sales, use, excise, value added, or other taxes, and
- (iii) fees, duties, or other governmental impositions on the sale of the products or services covered by the Contract. If Purchaser is required to pay any taxes or other impositions, Supplier will promptly reimburse Purchaser.

7. Representations and Warranties

7.1. General warranties

The Supplier warrants that all Goods shall be merchantable in the trade as products strictly of the kind and quality described on the face hereof, shall be of good quality and free from defects, and shall conform to the specifications established on the face of the Purchase Contract. Supplier warrants that it has free and clear title to the products, and that the products are free from any liens or encumbrances. If Supplier

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knows or has reason to know the particular purpose for which Purchaser intends to use the products, Supplier warrants that such products will be fit for such particular purpose. Supplier warrants that its performance under this Contract, and the Goods provided hereunder, shall comply in all respects with all applicable laws, regulations, and notices, inclusive of all applicable import and export laws and requirements, provided by the People’s Republic of China and the current laws and regulations of the country that the product is being imported to, or is ultimately destined to, including the country identified as the Health Certificate Destination in the Purchase Contract (collectively, “Laws”).

7.2. Product warranties

The Supplier represents, guarantees, and warrants that its products shall, at Supplier’s cost, comply in all respects with all Laws. Without limiting the foregoing, Supplier expressly represents, guarantees, and warrants that:

- The Product is food grade and fit for human consumption in accordance with all applicable Laws of the People’s Republic of China and the Laws of the country identified as the Health Certificate Destination in the Purchase Contract;
- Supplier complies with all applicable food safety laws and good manufacturing requirements and maintains all required licenses, registrations, and approvals for the products identified in the Purchase Contract to be imported into the country identified as the Health Certificate Destination in the Purchase Contract;
- The product is not adulterated or misbranded within the meaning of the state and local Laws such as the Food and Safety Law of the People’s Republic of China, the Drug Administration Law of People’s Republic of China, the Regulation on the Administration of the Safety of Transgenic Agricultural Products, the Food Hygiene Law, the Product Quality Act, the Agricultural Product Quality Act as amended and in force, and the Laws of the country identified as the Health Certificate Destination in the Purchase Contract;
- The product conforms to any statements made on the containers or labels or advertising material or pamphlets for such products, and that the product will be adequately contained, packaged, marked and labelled, in sanitary, food-safe containers;
- Supplier and its Products comply with all applicable Laws that govern the production, labelling, manufacturing, or testing specifications for the product or warnings with respect to the product contents or in relation to product safety, environmental protection, human health, labour, industry, and sale of the product (including without limitation the Food and Safety Law of the People’s Republic of China, the Drug Administration Law of People’s Republic of China, the Regulation on the Administration of the Safety of Transgenic Agricultural Products, the Food Hygiene Law, the Law on the Environmental and the Administrative Measures for Safety Control over Genetic Engineering, the Product Quality Act, the Agricultural Product Quality Act, the State Administration for Market Regulation, the Consumer Protection

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Act), state and local Laws, and the Laws of the country identified as the Health Certificate Destination in the Purchase Contract;

- The Product is processed, packed, stored, and transported under clean and sanitary conditions, in compliance with all state and local regulations, and all Acts that CFDA (China Food and Drug Administration), Ministry of Health, Ministry of Agriculture, Food Safety Committee of the State Council, National Health Commission of China and National Health and Family Planning Commission enforce and the Laws of the country identified as the Health Certificate Destination in the Purchase Contract. Supplier carries the requisite certifications/registrations for its food facilities as applicable, and their equivalent governing bodies in the country identified as the Health Certificate Destination in the Purchase Contract;
- Supplier will comply with all inspection requests, and adhere to all safety requirements of Purchaser and any governmental entity which has jurisdiction over the products and services;
- Any and all pesticide applications and pesticide residues comply with the Food and Safety Law of the People’s Republic of China, the Drug Administration Law of People’s Republic of China, the Regulation on the Administration of the Safety of Transgenic Agricultural Products, the Food Hygiene Law, the Agricultural Product Quality Act, and the Laws of the country identified as the Health Certificate Destination in the Purchase Contract, and that Supplier will conduct all necessary testing for such approvals;
- If the Product is frozen meat or poultry, that the product is the fresh frozen product of animals slaughtered not more than 90 days prior to delivery hereunder and shall be guaranteed to pass sanitary inspection of the Meat Inspection Division and the country identified as the Health Certificate Destination in the Purchase Contract;
- If the Product is a perishable agricultural commodity, that the product sold is produced from the most recent crop cycle, and shipped within 2 months of the processing/fill date, unless expressly agreed to in writing by Purchaser;
- All products furnished hereunder will conform, in all respects, to samples provided by Supplier to Purchaser; and
- Supplier warrants that the procedures by which Supplier was approved as a vendor by Purchaser will be followed unless otherwise agreed to in writing by Purchaser.

7.3. Service warranties

All services provided by Supplier under this Contract will be satisfactorily performed by Supplier to Purchaser’s specifications, drawings, samples, and any other description furnished or adopted by Purchaser. In the absence of exact specifications, all materials furnished will be of the highest grade and best quality, and the work will be performed in a professional and first-class manner best suited for its use and intended purpose. Supplier will re-execute, at its own cost and expense, any defective or unsatisfactory work that appears during progress of the work and will remedy and replace, at Supplier’s

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own cost and expense, any defective or unsatisfactory work that appears during progress of the work and will remedy and replace, at Supplier's own cost and expense, any defects due to faulty materials or workmanship. The work will be at Supplier's risk until it is accepted by Purchaser.

The Supplier warrants to promptly notify Lamex of any changes in the production process or conditions, including any change in their certification status.

The Supplier warrants to promptly notify Lamex of any incidents or emergency situation which may affect Lamex's products.

7.4. Continuing obligation

The warranties set forth in this paragraph are conditions to this Contract and are in addition to all other warranties, express or implied. Delivery, inspection, acceptance or use of the products furnished hereunder shall not affect Supplier's obligations under this warranty, and this warranty shall survive inspection, test, acceptance, payment, and use. All warranties will run to Purchaser, its successors, assigns, customers, users of the products, and any third party injured in person or property by reason of any breach of such warranties. Supplier expressly permits Purchaser's assignment of this warranty to such persons. Notwithstanding any language in Supplier's forms, this warranty shall control insofar as the same may conflict with any warranty or limitation on warranty set forth in Supplier's forms.

7.5. Rejection of any Limitation or Disclaimer

The Purchaser objects to and expressly rejects any disclaimer of warranty, fitness for a particular purpose, merchantability, freedom from defects, or other disclaimer of the terms and conditions of this Contract in Supplier's acceptance.

8. Remedies for breach of Warranty

At Purchaser's option, Supplier shall at Supplier's expense replace or refund the full purchase price for any products for which a breach of warranty exists. Supplier shall also be liable for all expenses and damages, including shipping, receiving, testing, demurrage, adulteration return and storage costs of Purchaser, damages to Purchaser's customers and third parties, and all other incidental and consequential damages of Purchaser for any breach of warranty.

9. Specifications

9.1. The quantity, quality and description of the Goods shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Purchaser to the Supplier or agreed in writing by the Purchaser.

9.2. Any Specification supplied by the Purchaser to the Supplier, or specifically produced by the Supplier for the Purchaser, in connection with the Contract, together with the copyright, design rights or any other

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intellectual property rights in the Specification, shall be the exclusive property of the Purchaser. The Supplier shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the purpose of the Contract.

9.3. The Goods shall be marked in accordance with the Purchaser’s instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

9.4. The Supplier shall not unreasonably refuse to take any steps necessary to comply with any request by the Purchaser to inspect or test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch, and to provide the Purchaser with any facilities reasonably required by the Purchaser for inspection or testing.

9.5. If as a result of inspection or testing the Purchaser is not satisfied that the goods will comply in all respects with the Contract, and the Purchaser so informs the Supplier within seven days of inspection or testing, the Supplier shall take such steps as are necessary to ensure compliance.

9.6. The Supplier shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods.

10. Payment

10.1. The Supplier shall be entitled to invoice the Purchaser on or at any time after delivery of the Goods, as the case may be, and each invoice shall quote the number of the Order, unless the purchase contract designates different payment terms.

10.2. Unless otherwise stated in the Order, the Purchaser shall pay the Price of the Goods within 30 days after the end of the month of receipt by the Purchaser of a proper invoice or, if later, after acceptance of the Goods in question by the Purchaser, but time for payment shall not be of the essence of the contract.

10.3. Any claims for money due or to become due from Purchaser shall be subject to deduction or set off by Purchaser by reason of any counterclaim arising out of this or any other transaction with Supplier.

11. Indemnity

The Supplier agrees to indemnify, defend, and hold harmless Purchaser and its agents, servants, employees, officers, directors, customers, and any other third party to whom the Purchaser may owe a similar obligation by contract, lease agreement or operation of law (herein referred to as “Purchaser’s Indemnitee”) from and against any and all allegations, claims, demands, or other liabilities, loss, damage, fine, penalty, cost or expense (including attorney’s fees) arising out of, concerning, or resulting from any non-conforming product or service provided under this Contract and any act, fault, or omission of Supplier, its agents, employees, or subcontractors in the performance of this Contract, including but not limited to:

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- a. An actual or alleged negligent act or omission, or wilful misconduct of Supplier, or its employees, affiliates, agents, representatives, or any person performing services under the Contract;
- b. An actual or alleged breach of any warranty or any other obligation in this Contract or actual or alleged conduct, action, or fact which would constitute a breach of any warranty or other obligation in this Contract;
- c. Actual or alleged property damage, bodily injury, or death caused by any act or omission of Supplier, its agents, or employees; and
- d. Actual or alleged infringement or misappropriation of any Chinese or foreign patents, or any trademark or copyright.

12. Insurance

12.1. The Supplier agrees to maintain such insurance as will protect Supplier, Purchaser and Purchaser's Indemnitee from any and all claims for personal injury (including death) and property damage, which may be made by or on behalf of customers of the Purchaser or the general public and which are based on the subject matter of the Contract. Not in limitation of the foregoing, Supplier agrees to maintain product liability insurance coverage with the following terms:

- (1) a minimum of 5,000,000 USD combined single limit, bodily injury/property damage coverage;
- (2) the policy must name as additional insured "[Purchaser] and its officers, directors, agents and employees", and
- (3) the policy must provide for thirty days' prior written notice to Purchaser of cancellation. Upon Purchaser's request, Supplier shall promptly provide Purchaser with evidence satisfactory to Purchaser of all such insurance coverage.

12.2. Supplier agrees to maintain such insurance as will protect Supplier, Purchaser and Purchaser's Indemnitee from any product recalls. Not in limitation of the foregoing, Supplier agrees to maintain product recall insurance coverage with the following terms:

- (1) a minimum of \$1,000,000 combined single limit coverage;
- (2) the policy must cover shipping costs, warehouse and storage expenses, cost to dispose products, costs of extra personnel required to conduct the recall, customer notification costs and any recall expenses of the third party for the recall of such products;
- (3) the policy must name as additional insured "[Purchaser] and its officers, directors, agents and employees"; and (4) the policy must provide for thirty days' prior written notice to Purchaser of cancellation. Upon Purchaser's request, Supplier shall promptly provide Purchaser with evidence satisfactory to Purchaser of all such insurance coverage.

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12.3. In case Supplier does not maintain recall insurance, it undertakes to indemnify Purchaser and Purchaser's Indemnitee for all recall costs in the event of a recall.

13. Inspection and Rejection of Non-Conforming Products

The Supplier acknowledges that Purchaser may act as a broker of the products and may resell the products to a Purchaser who will inspect such products for defects and nonconformity, accordingly, Supplier agrees that Purchaser may exercise its right of rejection for defects or nonconformity at the request of, and for the benefit of, Purchaser's Purchaser. Supplier will not substitute nonconforming products or back order such products without Purchaser's prior approval. The receipt of products or services, the inspection or non-inspection of or payment for the products or services will not constitute acceptance of the products and will not impair Purchaser's right to reject non-conforming products. Certification of the products by the Ministry of Commerce, China's Certification and Accreditation Administration, General Administration of Customs of China, or any other similar foreign, federal, state or local government authority or agency shall not constitute proof that such products are sound or otherwise acceptable. Purchaser shall have the right to inspect the products before or after payment (without regard to the manner of shipment or any shipping or price terms contained herein) and to reject any or all products which are in Purchaser's judgment and sole discretion defective or nonconforming. Products ordered are subject to inspection at time of delivery to final customer. If any products are defective or otherwise not in conformity with the requirements of this order, in Purchaser's sole discretion, Purchaser may reject the products in their entirety or require price adjustments to compensate for expenses incurred to meet the required specifications. Purchaser may reject all or part of any shipment which contains nonconforming products. Supplier will be subject to a 250.000 USD rejection fee for administrative costs if products are rejected. In the case of full rejection, the products shall be removed immediately. Supplier shall pay or reimburse Purchaser within 30 days of rejection notification for expenses and damages incurred from products not in conformity with this order. Products rejected and products supplied in excess of quantities called for herein may be returned to Supplier at Supplier's expense and, in addition to Purchaser's other rights, Purchaser may charge Supplier all expenses of unpacking, examining, repacking and reshipping such products.

14. Termination

14.1. The Purchaser shall have the right to terminate this Contract in whole or in part by giving Supplier notice, in writing, at any time prior to Supplier's shipment of the products. Upon receipt of such notice, Supplier agrees to stop all work hereunder except as Purchaser may otherwise direct. Such termination shall not constitute a breach of contract.

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14.2. The Purchaser shall be entitled to terminate the Contract without liability to the Supplier by given notice to the Supplier at any time if:

- a) The Supplier makes any voluntary arrangements with the creditors within the meaning of the Enterprise Bankruptcy Law of the People’s Republic of China or such any other equivalent under the Laws of the Supplier’s Country or becomes subject to an administration order or goes into liquidation,
- b) an encumbrancer takes possession, or a receiver is appointed of any of the property or assets of the Supplier,
- c) the Supplier ceases or threatens to cease to carry on business and
- d) The Purchaser reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

15. Risk of Loss

Except as otherwise set forth in the delivery terms on the face of the Purchase Contract, Supplier shall retain the risk of loss and/or damage to the products until the products are physically delivered to Purchaser.

16. Time

16.1. The Supplier acknowledges that the products purchased hereunder are purchased for resale and that Purchaser has promised deliveries to its customers based on the delivery date(s) specified herein. Time is, therefore, of the essence on this purchase order. If deliveries are not made by the date(s) specified on the face hereof, Purchaser reserves the right without liability and in addition to its other rights and remedies hereunder to terminate the Contract by notice as to products not yet received and to purchase substitute items elsewhere and Supplier agrees to indemnify Purchaser for any loss incurred.

16.2. If the Goods are to be delivered by instalments, the Contract will be treated as a single contract and not severable.

16.3. The Purchaser shall be entitled to reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods until the Purchaser has had a reasonable time to inspect them following delivery.

16.4. The Supplier shall supply the Purchaser in good time with any instructions or other information to enable the Purchaser to accept delivery of the Goods.

16.5. The Purchaser shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Purchaser.

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16.6. If the Goods are not delivered on the due date then, without prejudice to any other remedy, the Purchaser shall be entitled to deduct from the Price or (if the Purchaser has agreed to pay any part of the price in advance of delivery) to claim from the Supplier by way of liquidated damages for delay 3% per cent of the Price for every week's delay, up to a maximum of 25% per cent of the price.

16.7. The Purchaser shall not be deemed to have accepted the Goods until it has had 21 days to inspect them following delivery or collection as the case may be. The Purchaser shall also have the right to reject the Goods as though they had not been accepted for 7 days after any latent defect in the Goods has become apparent.

17. Confidential Information

In the event the Purchaser discloses to Supplier any confidential information, including that which may be disclosed verbally, in writing, or through observation of Purchaser's facilities, Supplier will not use such information for its own benefit or disclose Purchaser's confidential information to any third parties, except to the extent required by law and then only upon prior written notice to Purchaser. No information received by Purchaser in connection with negotiating and filling this Purchase Contract will be deemed to constitute a trade secret, or to have been given in confidence to Purchaser.

18. Default

If Supplier generally does not pay its debts as such debts become due, or admits in writing its inability to pay its debts generally, or makes a general assignment for the benefit of creditors, or any proceeding is instituted by or against Supplier seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property, or fails to comply with any of the terms and conditions hereof or with the terms and conditions of any other contract with Purchaser, then, the same shall amount to a breach hereof and a default hereunder. In the event of such breach or default, Purchaser shall be entitled to cancel any unfilled part of this Contract without any liability whatsoever and shall have such other rights and remedies afforded to Purchaser for breach of contract under the United Nation Convention on Contracts for the International Sale of Goods (CISG), including but not limited to the remedies of incidental and consequential damages. Supplier shall also be liable to Purchaser for Purchaser's attorney's fees and costs.

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19. Vendor Authorization

The Supplier acknowledges that it has been approved by Purchaser as an authorized vendor pursuant to a vendor approval process. To the extent Supplier intends to make any changes to its operations that differ from the operations upon which Supplier was approved as an authorized vendor, Supplier will promptly inform Purchaser of such change and obtain written approval from Purchaser prior to making such change.

20. Audit/Inspection

The Purchaser and its third-party designee shall have the right to audit and inspect the records and facilities of Supplier and Supplier’s agents, representatives and subcontractors used in performance of the Contract or relating to the products or services to the extent reasonably necessary to determine Supplier’s compliance with the Contract and all applicable laws and regulations that govern the products and services sold under the Contract. Supplier will provide Purchaser or its third-party designee conducting the audit or inspection with reasonable assistance, including without limitation access to buildings, appropriate personnel, and workspace. Purchaser’s audit/inspection, or failure to conduct any audit or inspection, will not release Supplier from any of Supplier’s obligations, representations, or warranties.

21. Breach

Any products not in accordance with any of the warranties set forth in this Contract may, at Purchaser’s election and sole discretion, be treated as a partial or total breach of contract, and Purchaser may avail itself of any and all remedies available to it including, but not limited to:

- (a) cancellation of the Contract, in whole or in part,
- (b) rejection and return to Supplier, at Supplier’s expense, all or any portion of the products previously shipped, whether defective or not and whether previously accepted or not,
- (c) replacement from other sources of the products, and
- (d) retention of products and repair thereof at Supplier’s expense.

In any such event, Supplier will be liable to Purchaser for the full amount of such damages as flow from its breach of contract and Supplier will not be entitled, in diminution of the same, to show that such procedures as Purchaser chose to follow upon such breach resulted in greater damages than might have ensued had Purchaser selected other available alternatives. One or more waivers (whether by non-enforcement, non-association, or otherwise) of the breach of any condition, term or provision of this Contract will not be construed as a waiver of a further, additional, or continuing breach of the same or any

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other condition, term, or provision of this Contract.

22. Continuing Obligation

The terms and conditions of this paragraph are continuing and shall be in full force and effect and shall be binding upon Supplier with respect to each and every article shipped or delivered to Purchaser by Supplier before the receipt by Purchaser of written notice of revocation hereof.

23. Shipment

Shipments must equal amounts ordered unless otherwise agreed by Purchaser. Partial shipments against this Contract are not authorized except as may be specifically stated or indicated under the delivery date specified on the face hereof, or unless authorization is obtained from Purchaser in writing.

24. Security Interest

Supplier hereby grants to Purchaser a security interest in the products described on the face hereof as security for the payment and performance of Supplier's obligations hereunder. Further, if Purchaser shall pay for the products prior to the shipment by Supplier, Supplier shall hold the products in trust for the benefit of the Purchaser.

25. Set Off

Any claims for money due or to become due from Purchaser shall be subject to deduction or set off by Purchaser by reason of any counterclaim arising out of this or any other transaction with Supplier.

26. General

26.1. This Agreement is personal to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer to any other person any of its rights or subcontract any of its obligations thereunder. unless the Supplier ensures that: a) the sub-contractor are operating to the appropriate standards and at the same terms that the Supplier has agreed to by entering into this agreement, b) appropriate mechanisms are in place for the sub-contractor's business to maintain product safety, integrity, security, integrity and legality, c) the sub-contractor complies with all the relevant legislations, d) the sub-contractor maintains products traceability and e) the sub-contractor warrants the Good's safety, legality, quality and security at all times. In the above-mentioned case, Lamex should give its prior written consent. In the event of a default situation, or in case of a breach of this Agreement, the Supplier agrees to indemnify, together with the sub-contractor, Lamex and its agents, servants, employees, officers, directors, customers, and any third party to whom Lamex

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may owe a similar obligation by contract, agreement or operation of law from and against any and all allegations, claims, demands, and other liabilities, loss, damage, fine, penalty, cost or expense.

26.2. In the event that Lamex consents to any such assignment, transfer or subcontracting, the Supplier shall remain responsible to Lamex for the due and proper performance of the Agreement by such assignee, transferee or sub-contractor. Lamex will only consider consenting if such assignee, transferee or sub-contractor has signed an equivalent contract to this one incorporating these terms.

26.3. Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed to that other party at its principal place of business as described at the head of this Agreement.

26.4. No person or organisation who is not a party to this Agreement may enforce any part of it under Contract Law of the People's Republic of China.

26.5. The parties shall, in the event of a dispute which remains unresolved within fourteen days of arising, attempt to settle such dispute in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

26.6. The parties to this Agreement contract as independent contractors and nothing in this Agreement shall be construed as a relationship of employment, agency, partnership or joint venture. The Supplier, for the avoidance of doubt, is solely liable for and in relation to any agreements it may enter into with third parties in connection with its provision of the Services.

26.7. Each party agrees to treat as secret and confidential all and any information disclosed by the other party which is: (a) identified by the disclosing party as confidential or (b) by its nature evidently intended by the disclosing party to be treated as confidential. A party will not be in breach of this clause, however, in relation to information already in its possession or within the public domain (other than as a result of a breach of this clause), or where disclosure is required by law.

26.8. This Agreement sets out the entire understanding between the parties and there are no representations, promises, terms or conditions or obligations, oral or written, expressed or implied, relating to its subject matter other than those contained or referred to herein. No terms or conditions endorsed on, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of a Purchase Order, invoice, and specification of similar document will be valid or binding upon Lamex in relation to the subject matter of this Agreement.

26.9. The rights and remedies provided to Lamex herein shall be cumulative and in addition to any other rights and remedies provided at law or in equity.

26.10. No waiver of any provision of or default under this Agreement shall affect the Lamex's rights thereafter to exercise any right or remedy in the event of any other default whether or not similar. No waiver shall in any event be effective unless in writing and signed by Lamex.

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26.11. This Agreement shall be governed by the laws of the People’s Republic of China and the parties submit to the exclusive jurisdiction of the courts of the People’s Republic of China.

26.12. The Company reserves the right to amend these Terms from time to time by posting updated versions on its website Lamexfoods.eu

Dated 1st April 2020