

## VOICEVALE LTD TERMS AND CONDITIONS OF SALE. APPLICABLE TO SALES CONTRACTS ONLY

1. **CONTRACT**

The provision of the Contract are set out overleaf and in the Conditions (unless specified otherwise in the special conditions overleaf) and include any other document expressly incorporated by reference. No warranties, terms or conditions put forward by the Buyer form any part of the Contract.
2. **SHIPMENT DATE**

The date stated on any bill of lading or (if none) on the delivery order of any carrier (if applicable) on the invoice from Voicevale for the Price shall, for all purposes, be treated as the date of shipment of the Goods.
3. **DELIVERY**
  - 3.1 The Buyer will collect the goods from Voicevale's premises or warehouse or Voicevale will arrange for the Goods to be delivered to the Buyer's premises or agreed destination or the Goods will be handed over at the port or other agreed destination all as specified (and subject to any ICC 1990 Incoterms referred to) overleaf.
  - 3.2 All dates for shipment, collection or delivery of the Goods are estimates only given in good faith but are not guaranteed or warranted and are not of the essence of the Contract.
  - 3.3 Where the Goods are to be delivered in installments any default by:
    - (a) the Buyer in paying for Goods shall entitle Voicevale to terminate the Contract (and any other contract with the Buyer) in respect of all future installments but without prejudice to Voicevale's right to be paid for Goods already delivered;
    - (b) Voicevale with respect to any installment shall not entitle the Buyer to rescind the Contract with respect to any remaining installment(s).
  - 3.4 If the Buyer has not collected the Goods from Voicevale's premises or otherwise taken possession and control of the Goods as contemplated under the Contract 28 days after the due date for collection or handover as the case may be then Voicevale shall be entitled to sell the Goods and the Buyer shall reimburse Voicevale for the costs of storage and insurance for the goods from the end of the said 28 day period together with any other expenses or loss which Voicevale may incur or suffer as a result including but not limited to any shortfall between the Price under Contract and the price for which Voicevale sells the Goods.
4. **QUALITY AND QUANTITY**
  - 4.1 Voicevale will use its best endeavours to ensure the Goods comply with any description, specification and quality standards agreed with the Buyer as referred to overleaf.
  - 4.2 Except as provided in clause 4.1, Voicevale does not give nor imply any warranty or condition as to the conformity of the Goods with their description, their quality or their suitability or fitness for any particular purpose or use under any specific conditions (whether or not the purpose or condition were known by or communicated to Voicevale) and the onus is on the Buyer to ensure that the Goods are fit for any required purpose.
  - 4.3 The words "about" or "more or less" or similar words to the same effect when applied to the quantity of Goods or of any agreed installment mean that the quantity to be delivered or collected will not be more than 10% more or less than the quantity specified overleaf.
5. **CLAIMS**
  - 5.1 Any claims by the Buyer in relation to the Goods must be notified to Voicevale in writing within 14 days of the release of the Goods from Voicevale's premises, delivery to the Buyer's premises or handover upon arrival at a port or other agreed destination, whichever is applicable.
  - 5.2 Failure by the Buyer to notify Voicevale as specified in Clause 5.1 relieves Voicevale of all liability.
6. **PRICE**
  - 6.1 The Price is exclusive of VAT or any equivalent or replacement tax.
  - 6.2 Voicevale shall be entitled to increase the Price without notice at any time prior to delivery or collection of the Goods to take account of any changes in the rate of any excise, customs, or import duty or similar tax or duty or any governmental or EEC levy, or rates of insurance or freight.
7. **PAYMENT**
  - 7.1 It is of the essence of the Contract that payment of the Price must be made at the time specified overleaf. Interest on any payment not made upon that date will be payable at the annual rate of 3% above Barclays Bank's base rate accruing from day to day from the date when payment was due and compounded until full payment is received by Voicevale.
  - 7.2 If Voicevale at any time reasonable believes based on information it has received from reputable sources (such as but not limited to credit reference agencies) that the Buyer is in serious financial difficulties such that there is reason to doubt whether it will be able to pay the Price when due, then Voicevale reserves the right at its sole discretion to demand security for payment of the Price or cash in advance before delivering or making any Goods available for collection.
  - 7.3 If any payment due from the Buyer to Voicevale under the Contract or otherwise is unpaid, Voicevale shall be entitled to withhold delivery or collection of the Goods and to be reimbursed by the Buyer for any costs (including but not limited to storage and insurance costs), expenses or loss suffered or incurred by Voicevale as a result.
8. **RESERVATION OF TITLE**
  - 8.1 Title in the Goods shall not pass to the Buyer until payment in full for all Goods and for any other goods supplied to the Buyer by Voicevale has been received by Voicevale in cleared funds.
  - 8.2 Until Title in the Goods passes, the Buyer shall hold the Goods (and any combined or new product incorporating the Goods) as bailee for Voicevale.
  - 8.3 The Buyer is responsible for storing the Goods separately or so that they can be identified as the property of Voicevale.
  - 8.4 If the Goods are attached to, incorporated in or otherwise combined with other items to which title is not held by Voicevale then where the Goods:
    - (a) remain identifiable and can be separated from the other items, the Buyer shall effect the separation of the Goods at its own expense and restore the Goods to Voicevale when asked by Voicevale.
    - (b) although still identifiable, can not be separated from the other items without causing a total loss of the combined product, or where the Goods are used to form all or part of a new product, property in such combined or new product will belong to Voicevale unless the other items include items to which title is held by a third party in which case the property will belong to Voicevale and such third party jointly in proportion to their respective invoice prices.
9. **RISK**

Risk of loss or damage of the Goods shall pass to the Buyer when the Goods are delivered to or collected by the Buyer or its agent and from that time the Buyer will keep the Goods fully insured and Voicevale indemnified against all risks until full payment of all sums due has been received by Voicevale.
10. **LIMITATION OF LIABILITY**
  - 10.1 The Buyer has accepted the Conditions and the Contract in the knowledge that Voicevale's liability is limited and that the price has been calculated accordingly.
  - 10.2 Voicevale's total liability for any claim or total of all claims arising out of any act or default of Voicevale whether in contract, tort or for breach of statutory duty or otherwise will not exceed the Price.
  - 10.3 Voicevale will, in any event, not be liable in contract, tort or for breach of statutory duty or otherwise whether arising directly or indirectly out of or related to Contract for any indirect, consequential, incidental or punitive loss, damage or liability or for loss of profits, business, goodwill, contracts or customers.
11. **TERMINATION**
  - 11.1 Voicevale may repossess the Goods (and for this purpose Voicevale or its employees or agents are hereby authorised to enter the Buyer's premises or any other place where the Goods are located by whatever lawful means are available, terminate the Contract (and/or any other contract with the Buyer) and/or suspend further delivery under the Contract or any other contract with the Buyer in the event that the Buyer:
    - (a) is in breach of its obligations under the Contract or any other contract with Voicevale or
    - (b) becomes insolvent or bankrupt, enters into liquidation whether voluntary or compulsory (other than for a solvent reconstruction or amalgamation) is unable to pay its debts as they fall due, has a receiver or equivalent officer appointed in respect of any of its assets, is the subject of an administration order, enters into any arrangement with its creditors or makes a general assignment for their benefit, or ceases to carry on business in the ordinary course.
  - 11.2 The Buyer will remain liable to Voicevale for the difference between the net proceeds of resale of the repossessed goods and all outstanding sums due to Voicevale.
12. **FORCE MAJEURE**

Voicevale will not be liable for any failure to perform its obligations arising from any circumstance beyond its control including (but not limited to) acts of God, war (declared or undeclared), riot, insurrection, explosion, abnormal weather conditions, crop failure, natural disasters, fire, flood, earthquake, serious accidents, strikes, lock outs, or other industrial action or trade disputes, prohibition or limitation of exports or imports, or any act of intervention of government (whether of the UK or elsewhere).
13. **LAW AND DISPUTES**
  - 13.1 The Contract shall be governed by and construed according to the law of England.
  - 13.2 In this Clause "Association" shall unless otherwise specified overleaf in the special conditions, mean the National Dried Fruits Trade Association, the Combined Edible Nut Traders Association or the Federation of Oils, Seeds and Fats Associations whichever is more relevant to the types of Goods concerned. Any dispute relating to the Contract shall (failing amicable settlement and except as provided in Clause 13.3) be determined by arbitration in English in London in accordance with the Arbitration Acts of 1950-1979 as amended or supplemented from time to time by a single arbitrator to be appointed by the parties (or failing agreement by the President or Chief Executive Officer of the Association from the panel of arbitrators maintained or recommended by the Association).
  - 13.3 Voicevale may, at its sole discretion, by giving written notice to the Buyer, at any time following failure to reach an amicable settlement (but in any event within 15 days of receipt of a written notice from the Buyer of its intention to refer a dispute to arbitration), determine that any such dispute should be determined by the English Courts in which case the Buyer submits to their jurisdiction.
14. **GENERAL**
  - 14.1 The Buyer is not entitled to withhold payment of any amount due under the Contract in respect of any disputed claim for damage to the Goods or any other alleged breach of the Contract by Voicevale or to set off any monies for which Voicevale disputes liability against any amount due or payable by the Buyer under the Contract or any other contract with Voicevale.
  - 14.2 The exercise of any rights or remedies of Voicevale under the Contract shall not preclude it from exercising any other right or remedy.
  - 14.3 If the whole or any part of the Contract is declared invalid or unenforceable at law, all other provisions shall remain in full force and effect and the parties shall negotiate in good faith to agree and implement substitute provisions.
  - 14.4 Any notice given in connection with the Contract may be sent by hand, registered post, recorded delivery service, telex or facsimile.
  - 14.5 The Buyer shall not sign or transfer the Contract or the benefit thereof in whole or in part to any other person without the prior written consent of Voicevale.
  - 14.6 The Contract represents the entire agreement between the parties relating to its subject matter and supersedes any and all prior promises, agreements, statements and understandings whatsoever.
  - 14.7 Except as provided in the Contract, any representations, warranties, conditions, terms or obligations whether written, oral, express, implied, statutory or otherwise related to the Goods are hereby expressly excluded.
  - 14.8 No amendment or variation of the Contract shall be effective unless agreed by a duly authorised representative of Voicevale and expressly confirmed in writing to the Buyer.
  - 14.9 No relaxation, forbearance or delay by Voicevale in enforcing any of the Conditions will prejudice, affect or restrict its rights, nor shall any waiver by Voicevale of any breach operate as a waiver of a subsequent or continuing breach.
  - 14.10 In all cases where the Buyer is acting as the agent of a principal (whether the principal be named or not) the Buyer shall be personally responsible for the due performance of the Contract by the principal unless otherwise agreed in writing.