

**TERMS AND CONDITIONS OF PURCHASE APPLICABLE TO ALL PURCHASES BY VOICEVALE GROUP COMPANIES****1. CONTRACT**

- 1.1 These terms and conditions (the Conditions) shall apply to all purchases of any goods (the Goods) by Voicevale Ltd, Voicevale France Sarl, Voicevale GmbH (see 1.2) , Voicevale Tarim Urunleri ve Dis Ticaret A.S., Voicevale (Beijing) Trading Ltd, Voicevale Bolivia SRL (the Buyer) from any supplier (the Supplier), to the exclusions of any other terms or conditions that the Supplier seeks to impose or incorporate. The Conditions shall form part of the contract between Supplier and Buyer as evidenced in Buyer's order (the Order) which together with these Conditions form the 'Contract', which is the entire agreement between the Parties.
- 1.2 For Voicevale GmbH, the primary Terms and conditions of the contract are concluded in accordance with the rules and conditions of Waren-Vereins der Hamburger Borse e.V. whose Arbitral Tribunal and experts shall be the ones to decide the final settlement of all and any disputes arising in connection with the present contract or with respect to its validity to the exclusion of the ordinary courts of law. Should Waren-Vereins der Hamburger Borse e.V rules and conditions not cover a specific term and condition , then the below Voicevale Group terms and conditions will be the operative ones.
- 1.3 Any order by the Buyer constitutes an offer to purchase the Goods in accordance with these Conditions which offer shall be deemed accepted on the earlier of (a) the Supplier accepting or confirming acceptance of the Order; and (b) doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence.
- 1.4 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

**2. SHIPMENT DATE**

- 2.1 For Goods sold on an FOB/CFR/ CIF basis, the date stated on any bill of lading or other certificate of transport shall be treated as the date of Shipment. For goods sold on an FCA basis, the date of Shipment shall be when the container is delivered to the first carrier at place of loading. For sale on EXW or DAP basis, Shipment shall occur when the Goods are made available to the Buyer at the point of Delivery.

**3. DELIVERY**

- 3.1 Delivery of the Goods shall take place in accordance with Incoterms 2020.
- 3.2 The Supplier shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their end destination in good condition;
- 3.3 The Supplier shall deliver the Goods within the Delivery Period at the Delivery Location as specified in the Order.
- 3.4 Where the Goods are delivered by instalments (only with the Buyer's prior consent), failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle the Buyer to the remedies set out in clause 5.

**4. QUALITY AND QUANTITY**

- (a) The Supplier shall ensure that the Goods shall correspond with their description, any applicable Specification and sample provided, be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for human consumption and any other

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- purpose made known to the Supplier by the Buyer expressly or by implication, and in this respect the Buyer relies on the Supplier's skill and judgement;
- 4.2 The Supplier shall ensure that at all times it has and maintains all licences, permissions, authorisations, consents permits and certifications required to carry out its obligations under the Contract.

### 5. CLAIMS AND REMEDIES

- 5.1 If the Goods are not delivered at the Delivery Location in the Delivery Period, or do not comply with the undertakings set out in clause 4(a), then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Buyer may exercise any one or more of the following rights and remedies:
- (a) to terminate the Contract;
  - (b) to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
  - (c) to require the Supplier to replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
  - (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
  - (e) to recover from the Supplier any costs incurred by the Buyer in obtaining substitute goods from a third party; and
  - (f) to claim damages for any other direct or indirect costs, loss or expenses incurred by the Buyer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
- 5.2 The Buyer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

### 6. PRICE AND PAYMENT

- 6.1 The price of the Goods shall be the price set out in the Order
- 6.2 No extra charges shall be effective unless agreed in writing with the Buyer.
- 6.3 The Buyer shall pay correctly rendered invoices as agreed in the Contract, or, if not specified within 30 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.

### 7. TITLE AND RISK

- 7.1 Title to the Goods shall pass to the Buyer at the earlier of Payment or Delivery, risk in the Goods shall pass to the Buyer on Delivery in accordance with Incoterms 2020.

### 8. INDEMNITY

- 8.1 The Supplier shall indemnify the Buyer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Buyer as a result of or in connection with:

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- (a) any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
  - (b) any claim made against the Buyer by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.
- 8.2 This Clause 8 shall survive termination of the Contract.

**9. INSURANCE**

- 9.1 During the term of the Contract and for a minimum period of 1 year thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

**10. COMPLIANCE WITH RELEVANT LAWS**

- 10.1 In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force.
- 10.2 The Buyer may immediately terminate the Contract for any breach of this Clause 10.

**11. TERMINATION**

- 11.1 Without limiting its other rights or remedies, the Buyer may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- (a) the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 days of being notified in writing to do so;
  - (b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - (c) the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - (d) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - (e) the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

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**12. FORCE MAJEURE**

- 12.1 Buyer 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 the country where the Buyer resides. England for Voicevale Ltd, France for Voicevale SarL, Germany for Voicevale GmbH, China for Voicevale (Beijing) Trading Ltd, Turkey for Voicevale Tarim Urunleri ve Dis Ticaret A.S., Bolivia for Voicevale Bolivia SRL.
- 13.2 All disputes arising out of or in connection with the Contract (including any question as to its validity or existence), shall be referred to arbitration in accordance with the Rules of the Association specified on the Contract face. In the event that no Arbitral Association is specified, any dispute shall be referred to arbitration, at Buyer's option, either in London before the National Dried Fruits Trade Association, or Hamburg before Waren-Vereins der Hamburger Borse e.V
- 13.3 Buyer may, at its sole discretion, by giving written notice to the Supplier, 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 Supplier of its intention to refer a dispute to arbitration), determine that any such dispute should be determined by the Courts as per clause 13.1, in which case the Supplier submits to their jurisdiction.

**14. GENERAL**

- 14.1 Buyer shall be entitled to set off any sums owed to Buyer under this Contract or any other contract between the Parties, against any sums owed to the Supplier under this Contract or any other contract between the Parties.
- The exercise of any rights or remedies of Buyer under the Contract shall not preclude it from exercising any other right or remedy.
- 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.
- Any notice given in connection with the Contract may be sent by hand, registered post, recorded delivery service, email or facsimile.
- No amendment or variation of the Contract shall be effective unless agreed by a duly authorised representative of Buyer and expressly confirmed in writing to the Supplier.
- No relaxation, forbearance or delay by Buyer in enforcing any of the Conditions will prejudice, affect or restrict its rights, nor shall any waiver by Buyer of any breach operate as a waiver of a subsequent or continuing breach.