

HILL BISCUITS LIMITED TERMS AND CONDITIONS OF SALE

The Buyer's attention is drawn in particular to Condition 7.

These terms and conditions (**Conditions**) are the terms on which Hill Biscuits Limited (**Hill Biscuits**) sells its goods. Save where expressly stated otherwise, these Conditions supersede all other terms and conditions and apply to the sale of goods by Hill Biscuits to the exclusion of any other terms that the Buyer (as defined below) may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing and the Buyer hereby waives all rights it may have to rely on the same.

1. Defined Terms

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Buyer: the person, firm, company, organisation or other entity purchasing (or seeking to purchase) Goods from Hill Biscuits.

Goods: the goods (or any of them) supplied (or to be supplied) by Hill Biscuits pursuant to an Order.

Order: a written order for goods supplied by Hill Biscuits.

2. Orders

2.1 The Buyer may place an Order by contacting Hill Biscuits in writing or by telephone (contact details are available on Hill Biscuits' website). The Buyer shall be responsible for ensuring the accuracy of each Order and for providing Hill Biscuits with all information required to enable Hill Biscuits to fulfil each Order Hill Biscuits accepts. Each Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions.

2.2 Hill Biscuits reserves the right to reject any order for whatever reason.

2.3 Each Order shall only be deemed to be accepted by Hill Biscuits once Hill Biscuits has confirmed the Order in writing or, if earlier, when the Goods are delivered to the Buyer (in whole or in part).

2.4 Any samples, drawings, illustrations, weights, measures, ingredients, statements, descriptions and advertising provided by Hill Biscuits (whether on Hill Biscuits' website, in Hill Biscuits' catalogues and brochures or otherwise) are provided for the sole purpose of giving an approximate idea of Hill Biscuits' goods. Save as expressly set out in these Conditions, such literature shall not form part of the contract between Hill Biscuits and the Buyer for the sale of Goods nor have any contractual force. Hill Biscuits reserves the right to amend the specification of the Goods at any time.

2.5 The price for the Goods shall be as agreed in writing by the parties. If prices have not been agreed in writing, the price shall be as specified by Hill Biscuits at the date of the Order or Hill Biscuits' standard price for such Goods. Hill Biscuits reserves the right to amend its pricing from time to time in its sole discretion by informing the Buyer in writing (including where prices have been agreed).

2.6 Hill Biscuits may, by giving notice to the Buyer at any time prior to delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to: (a) any factor beyond Hill Biscuits' control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); (b) any request by the Buyer to change the delivery date, specification, quantity or type of Goods; or (c) the Buyer's failure to provide adequate, timely or accurate information or instructions relating to the Order.

2.7 The price of the Goods: (a) shall include the cost of packaging and (unless the parties have agreed the Goods shall be delivered Ex Works) insurance and delivery; and (b) excludes value added tax which the Buyer shall additionally be liable to pay to Hill Biscuits at the then prevailing rate.

2.8 Without limiting its other rights or remedies, Hill Biscuits may cancel an Order with immediate effect by giving written notice to the Buyer if: (a) the Buyer commits a material breach of these Conditions and (if such a breach is remediable) fails to remedy that breach within ten days of being notified in writing to do so; (b) the Buyer becomes insolvent or enters into receivership or administration or liquidation or a voluntary arrangement or threatens or appears likely to enter into any of the above procedures; or (c) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business. Cancellation of an Order shall not affect the parties' rights and remedies that have accrued as at the date of cancellation, including the right to claim damages in respect of any breach of these Conditions that existed at or before the date of cancellation.

2.9 Hill Biscuits may at any time prior to despatch of the Goods amend or cancel an Order by written notice to the Buyer without liability to the Buyer. The Buyer shall not be entitled to cancel an Order.

3. Payment

3.1 Hill Biscuits shall be entitled to require payment in advance of delivery for all Goods.

3.2 Where Hill Biscuits agrees to offer delivery to the Buyer in advance of payment, Hill Biscuits may invoice the Buyer for the Goods on or at any time after the completion of delivery. The total value of all unpaid Goods may not exceed the Buyer's account limit as offered by Hill Biscuits from time to time. Payment in advance of delivery may be required where the total value of the Goods exceeds the account limit offered by Hill Biscuits.

3.3 The Buyer shall pay Hill Biscuits' invoice in full and in cleared funds by the due date specified on Hill Biscuits' invoice. Payment shall be made to the bank account nominated in writing by Hill Biscuits. Time for payment is of the essence. No payment shall be deemed to have been received until Hill Biscuits has received cleared funds. The Buyer shall supply such remittance advice with each payment as Hill Biscuits may direct from time to time (including reference and/or invoice numbers).

3.4 Without limiting the other rights and remedies Hill Biscuits may have, where the Buyer fails to pay an invoice in accordance with these Conditions, or otherwise has an overdue account, or where Hill Biscuits has the right to cancel an Order pursuant to Condition 2.8 or is otherwise concerned about the Buyer's financial stability, Hill Biscuits reserves the right to: (a) demand immediate payment of all outstanding amounts owed to Hill Biscuits; (b) suspend further deliveries until full payment has been received; (c) reduce or withdraw payment options and early settlement discounts; and/or (d) charge interest payable by the Buyer on the overdue amount both before and after any court judgment at the rate of 8% above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount. The Buyer shall pay the interest together with the overdue amount.

3.5 The Buyer shall pay all amounts due in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). If any such withholding or deduction is required, the Buyer shall pay to Hill Biscuits such additional amount as will ensure that Hill Biscuits receives the same total amount that it would have received if no such withholding or deduction had been required.

3.6 The Buyer shall be liable for all expenses, including legal fees, relating to the collection of late payments.

4. Delivery

4.1 Hill Biscuits shall deliver the Goods via a courier to the Buyer's place of business or such other location as the parties may agree.

4.2 If agreed between the parties prior to delivery, the Buyer may collect the Goods from Hill Biscuits' premises at such address as may be advised by Hill Biscuits prior to collection (Ex Works).

4.3 Delivery of the Goods shall occur upon receipt of a signature at the time and place of delivery or collection or (if delivery or collection is not signed for) upon completion of the unloading of the Goods at the place of delivery or upon completion of the loading of the Goods at the place of collection.

4.4 The dates for the delivery are approximate only and time is not of the essence. The Goods may be delivered (or made available for collection) in advance of any quoted delivery date upon Hill Biscuits giving reasonable notice to the Buyer.

4.5 The Goods may be delivered on pallets. The pallets shall remain the property of the relevant third party pallet hire company. The Buyer must return the pallets to the courier either: (a) upon delivery of the Goods; or (b) (where the Buyer has its own pallet account with that third party) the Buyer can transfer the pallets received to its own pallet account. Hill Biscuits reserves the right to invoice the Buyer for any sums incurred by Hill Biscuits as a result of the Buyer's failure to promptly return the pallets or to transfer the pallets received on to the Buyer's pallet account.

4.6 If the Buyer fails to accept delivery of the Goods (or collect the Goods where collection has been agreed) then, except where such failure or delay is caused by Hill Biscuits' material failure to comply with these Conditions: (a) delivery of the Goods shall be deemed to have been completed at 9.00am on the day scheduled for delivery (or collection); and (b) Hill Biscuits shall store the Goods until delivery (or collection) takes place, and charge the Buyer for all related costs and expenses (including insurance). If the Goods have not been re-delivered (or collected) within ten Business Days of the original date for delivery or collection, Hill Biscuits shall be entitled to resell or otherwise dispose of the Goods at its sole discretion.

4.7 If Hill Biscuits delivers up to and including 5% more or less than the quantity of Goods ordered, the Buyer may not reject them, but on receipt of notice from the Buyer that the wrong quantity of Goods was delivered, a pro rata adjustment shall be made to Hill Biscuits' invoice.

4.8 Hill Biscuits may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.

4.9 Hill Biscuits' liability in respect of failure to deliver all or part of an Order shall be limited to, at Hill Biscuits' option, replacement of the shortfall of the Goods or a credit note for the price of such shortfall. Hill Biscuits shall have no further liability to the Buyer.

5. Quality, Acceptance and Returns

5.1 Hill Biscuits warrants that on delivery, the Goods shall: (a) conform in all material respects with their description; (b) be of satisfactory quality; and (c) be fit for human consumption.

5.2 Subject to Condition 5.3: (a) if the Buyer gives notice in writing to Hill Biscuits within two days of delivery of the Goods (as per Condition 4.3) that some or all of the Goods do not comply with the warranty set out in

Condition 5.1; (b) Hill Biscuits is given a reasonable opportunity of examining such Goods; and (c) the Buyer (if asked to do so by Hill Biscuits) returns such Goods to Hill Biscuits' place of business at Hill Biscuits' cost, Hill Biscuits shall, at its option, replace the defective Goods or refund the price of the defective Goods in full. Hill Biscuits shall have no further liability to the Buyer.

5.3 Hill Biscuits shall not be liable for non-compliance with the warranty set out in Condition 5.1 if: (a) the Buyer makes any further use of such Goods after giving notice in accordance with Condition 5.2; (b) the defect arises because the Buyer failed to follow Hill Biscuits' oral or written instructions as to the storage, use and preservation of the Goods or (if none were given) good trade practice regarding the same; (c) the defect arises as a result of Hill Biscuits following any instructions supplied by the Buyer; (d) the Buyer tampers with, alters, repacks, consumes or depletes the Goods (or any of them) without the prior written consent of Hill Biscuits; (e) the defect arises as a result of wilful damage, negligence, or abnormal storage or working conditions; or (f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 These Conditions shall apply to any replacement Goods supplied by Hill Biscuits.

6. Title and Risk

6.1 The Goods shall be at the risk of the Buyer from the point of delivery (as per Condition 4.3).

6.2 Notwithstanding delivery or collection, title to the Goods shall not pass to the Buyer until the earlier of: (a) receipt of payment in full (in cash or cleared funds) for the Goods and for any other goods that Hill Biscuits has supplied to the Buyer, in which case title to the Goods shall pass at the time of payment of all such sums; (b) resale of the Goods by or on behalf of the Buyer, in which case title to the Goods shall pass to the Buyer at the time specified in Condition 6.4(b); and (c) consumption or other depletion of the Goods (including expiration of the relevant "best before", "display until" or "use by date") in which case title to the Goods shall pass to the Buyer at the time specified in Condition 6.4(b).

6.3 Until title to the Goods passes to the Buyer, the Buyer shall: (a) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as Hill Biscuits' property; (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (c) not consume or otherwise deplete the Goods; (d) notify Hill Biscuits immediately if it becomes subject to any of the events listed in Conditions 2.8(b) or 2.8(c); (e) give Hill Biscuits such information relating to the Goods as Hill Biscuits may require from time to time; (f) at Hill Biscuits' request, deliver up all Goods in its possession that have not been resold or consumed; and (g) permit Hill Biscuits to enter any premises where the Goods are stored (at any time and without notice) in order to inspect them or repossess them and hereby grants (and shall procure that relevant third parties shall grant) Hill Biscuits, its agents and employees, an irrevocable licence to enter such premises for this purpose.

6.4 Subject to Condition 6.5, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Hill Biscuits receives payment for the Goods. However, if the Buyer resells, consumes or otherwise depletes the Goods or the "best before", "display until" or "use by date" of the Goods (or similar) expires (or any of them) before that time: (a) it resells the Goods as principal and not as Hill Biscuits' agent; and (b) title to the relevant Goods shall pass from Hill Biscuits to the Buyer immediately before the time at which such resale, consumption, expiration or other depletion occurs.

6.5 If before title to the Goods passes to the Buyer, the Buyer becomes subject to any of the events listed in Conditions 2.8(b) or 2.8(c), then, without limiting any other right or remedy Hill Biscuits may have, the Buyer's right to resell the Goods or use them in the ordinary course of its business ceases immediately and Hill Biscuits may at any time: (a) require the Buyer to deliver up all Goods in its possession that have not been resold or consumed; and (b) if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

7. Liability

7.1 Nothing in these Conditions shall limit or exclude Hill Biscuits' liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or (d) any liability if and to the extent that it is not permissible in law for such liability to be limited or excluded.

7.2 Subject to Condition 7.1: (a) Hill Biscuits shall under no circumstances whatsoever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss (all of which terms include without limitation, pure economic loss, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses arising under or in connection with the supply of Goods, an Order and/or these Conditions; and (b) Hill Biscuits' total aggregate liability to the Buyer in connection with a Order, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the price paid for the Goods in such Order.

7.3 All warranties, conditions and other terms implied by law (including by sections 13 to 15 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.

7.4 Hill Biscuits shall not be in breach of these Conditions or have any liability for any delay in performing, or failure to perform, any of its obligations under these Conditions if such delay or failure is caused by or results from an event or circumstance beyond Hill Biscuits' reasonable control (including Acts of God, war, civil unrest, riot, strike, lock-out, acts of civil or military authorities, fire, flood, earthquake, shortage of supply or any act or omission or the Buyer).

8. Resale

8.1 Where the Goods are supplied with a "best before", "display until" and/or "use by" date (or similar), the Buyer shall not sell or display or store those Goods: (a) where the relevant date supplied has expired; and/or (b) with other goods which have passed their relevant expiration date. Hill Biscuits shall have no liability whatsoever for any Goods sold by the Buyer in contravention of this Condition 8.1.

9. Product Recall and Customer Complaints

9.1 In the unlikely event that Hill Biscuits orders a recall or withdrawal from sale of Goods in the Buyer's possession (for whatever reason), the Buyer shall promptly withdraw such Goods from sale and take such other steps as Hill Biscuits may require to ensure that defective Goods are not sold or consumed.

9.2 The Buyer shall return all recalled Goods in the Buyer's possession to Hill Biscuits within five Business Days, or where requested by Hill Biscuits: (a) retain the Goods for inspection by Hill Biscuits; or (b) destroy the recalled Goods and provide Hill Biscuits with a certificate of destruction.

9.3 Hill Biscuits shall reimburse the Buyer for the price it paid Hill Biscuits in respect of the Goods in its possession which have been recalled. Except to the extent required by law and without prejudice to Condition 7, Hill Biscuits shall have no further liability to the Buyer in respect of the product recall.

9.4 Except to the extent required by law, the Buyer shall not initiate a product recall of the Goods or publish any notices or press releases associated with a product recall of the Goods without Hill Biscuits' prior written consent.

10. General

10.1 Unless expressly stated otherwise, a reference to a statute or statutory provision is a reference to legislation in force in England as amended, extended or re-enacted from time to time and shall include reference to all subordinate legislation made from time to time. Any words following the terms "including", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. The headings in these Conditions are for ease of reference only and shall not affect their interpretation.

10.2 Nothing in these Conditions shall constitute the creation, establishment or relationship of partnership, joint venture or employer and employee between the parties. Neither party shall have the authority, and shall not hold itself out, or permit any person to hold itself out, as being authorised to bind the other party in any way, and shall not do any act which might reasonably create the impression that it is so authorised.

10.3 If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of these Conditions.

10.4 The Buyer agrees and acknowledges that all copyright, design rights, trade marks and other intellectual property rights subsisting in and/or relating to the Goods and/or Hill Biscuits' business (including in any brochures, Hill Biscuits' website and product designs and descriptions) vest in and shall be owned and remain at all times absolutely and unconditionally owned by Hill Biscuits. Any use of Hill Biscuits' intellectual property rights by the Buyer is subject to the prior written permission of Hill Biscuits.

10.5 No failure or delay by a party to exercise any right or remedy provided under these Conditions or by law shall constitute a waiver or abandonment of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

10.6 These Conditions (and any document expressly referred to in them) constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the supply of Goods to the Buyer.

10.7 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions.

10.8 Hill Biscuits may at any time, without the consent of the Buyer, assign, transfer, mortgage, charge,

subcontract or otherwise deal in any manner with all or any of its rights or obligations under these Conditions. The Buyer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or otherwise deal in any manner with any or all of its rights and obligations under these Conditions without the prior written consent of Hill Biscuits.

10.9 The terms of these Conditions are not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

10.10 No variation to these Conditions shall be effective in respect of an Order placed under them unless it is in writing, expressly stated to vary and supersede these Conditions, and is signed by the parties (or their authorised representatives).

10.11 These Conditions and each Order and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them, their subject matter or formation shall be governed by and construed in accordance with English law. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Conditions and any Order, their subject matter or formation. Notwithstanding the foregoing, nothing in these Conditions shall prevent Hill Biscuits from taking court proceedings or bringing claims in any jurisdiction in which the Buyer is resident and/or has assets.

December 2017