

General terms and conditions

Koppert (uk) Ltd.

Article 1. Interpretation

- 1.1 In these Conditions "CUSTOMER" means the person specified on the Order Form as the person who accepts a quotation from the Company for the sale of the Goods or whose order for the Goods is accepted by the Company. "GOODS" means the goods (including any insects and any instalment of the goods or any parts for them) which the Company is to supply in accordance with these Conditions/specified on the Order Form to which these Conditions are annexed. "COMPANY" means Koppert UK Limited. "CONDITIONS" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Company. "CONTRACTS" means the contract for the purchase and sale of the Goods. "INSECTS" means the natural enemies and bumble bees cultivated and/or sold by the Company. "WRITING" includes email, written letter by mail and comparable means of communication.
- 1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.
- 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

Article 2. Basis of the Sale

- 2.1 The Company shall sell and the Customer shall purchase the Goods in accordance with the provisions of the Order Form/any written quotation of the Company which is accepted by the Customer/any written order of the Customer which is accepted by the Company subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which the Company's quotation is accepted or purported to be accepted or the Customer's order is made or purported to be made or by any previous dealings between the Company and the Customer.
- 2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Customer and the Company. The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in Writing.
- 2.3 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage application or use of the Goods which is not confirmed in Writing by the Company is followed or acted upon entirely at the Customer's own risk and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed. These Conditions also apply to advice or recommendation given by the Company or its employees or agents.
- 2.4 Any typographical clerical or other error or omission in any document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

Article 3. Orders and Specifications

- 3.1 No order submitted by the Customer shall be deemed to be accepted by the Company unless and until confirmed in Writing by the Company's authorised representative.
- 3.2 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
- 3.3 The quantity and description of and any specification for the Goods shall be those set out in the Company's quotation (if accepted by the Customer) or the Customer's order [if accepted by the Company].
- 3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with a specification submitted by the Customer the Customer shall indemnify the Company against all loss damages costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement or any claim for infringement of any patent copyright design trade mark or any other industrial or intellectual property or rights of any other person which results from the Company's use of the Customer's specification.
- 3.5 No order which has been accepted by the Company nor any quotation which has been accepted by the Customer may be cancelled by the Customer except with the agreement in Writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit) costs (including the cost of all labour and materials used) damages charges and expenses incurred by the Company as a result of cancellation.

Article 4. Price of Goods

- 4.1 The price of the Goods shall be the Company's quoted price or where no price has been quoted (or a quoted price is no longer valid) the price listed in the Company's price list current at the date of acceptance of the order. The prices quoted are valid for 30 days only or until earlier acceptance by the Customer after which time they may be altered by the Company without giving notice to the Customer.
- 4.2 The Company reserves the right by giving notice to the Customer at any time before delivery to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as without limitation any foreign exchange fluctuation currency regulation alteration of duties significant increase in the cost of labour materials or other costs of manufacture) any delay caused by any instructions or failure of the Customer to give the Company adequate information or instructions.
- 4.3 Except as otherwise stated under the terms of any quotation or in any price list of the Company and unless otherwise agreed in Writing between the Customer and the

Company all prices are given by the Company on an ex works basis and where the Company agrees to deliver the Goods otherwise than at the Company's premises the Customer shall be liable to pay the Company's charges for transport, packaging and insurance.

- 4.4 In the event of the number of square metres of crop to be protected and/or pollinated exceeding the number for which the insects have been delivered by the Company to the Customer the price of the Goods shall be increased accordingly.
- 4.5 The price is exclusive of any applicable value added tax which the Customer shall be additionally liable to pay to the Company.
- 4.6 The cost of pallets and returnable containers will be charged to the Customer in addition to the price of the Goods, but full credit will be given to the Customer provided they are returned undamaged to the Company before the due payment date.
- 4.7 All payments shall be made in the same currency as the invoice issued.

Article 5. Terms of Payment

- 5.1 Subject to any special terms agreed in Writing between the Customer and the Company the Company shall be entitled to invoice the Customer for the price of the Goods on or at any time after delivery of the Goods unless the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods in which event the Company shall be entitled to invoice the Customer for the price at any time after the Company has notified the Customer that the Goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods.
- 5.2 The Customer shall pay the price of the Goods (less any discount to which the Customer is entitled but without any other deduction) within 30 days from month end of the date of the Company's invoice notwithstanding that delivery may not have taken place and the property of the Goods has not been passed to the Customer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 5.3 If the Customer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Company the Company shall be entitled to cancel the Contract or suspend any further deliveries to the Customer
- 5.3.1 appropriate any payment made by the Customer to such of the Goods (or the Goods supplied under any other contract between the Customer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Customer) and
- 5.3.2 charge the Customer interest (both before and after any judgement) on the amount unpaid at the rate of four percent per annum above Barclays Bank base rate from time to time until payment in full is made (a part of a month being treated as a full month for calculating interest)

Article 6. Delivery

- 6.1 Delivery of the Goods shall be made by the Customer collecting the Goods at the Company's premises at any time after the Company has notified the Customer that the Goods are ready for collection or if some other place for delivery is agreed by the Company delivering the Goods to that place.
- 6.2 Any dates quoted for delivery of the Goods are approximate only and the Customer shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Company in Writing. The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Customer.
- 6.3 Where the Goods are to be delivered in instalments each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as repudiated.
- 6.4 If the Company fails to deliver the Goods for any reason other than any cause beyond the Company's reasonable control or the Customer's fault and the Company is accordingly liable to the Customer the Company's liability will be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar good to replace those not delivered over the price of the Goods.
- 6.5 If the Customer fails to take delivery of the Goods or (if some other place for delivery has been agreed by the Company) fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by the Company's fault) then without prejudice to any other right or remedy available to the Company the Company may store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage or
- 6.5.1 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expense) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price of the Contract

Article 7. Risk and Property

- 7.1 Risk of damage to or loss of Goods shall pass to the customer:
- 7.1.1 in the case of the Goods to be delivered at the Company's premises at the time when the Company notifies the Customer that the Goods are available for collection or
- 7.1.2 in the case that the Goods to be delivered otherwise than at the Company's premises at the time of delivery or if the Customer wrongfully fails to take delivery of the Goods at the time when the Company has tendered delivery of the Goods
- 7.2 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions, the property of the Goods shall not pass to the Customer until the

Company has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Company to the Customer for which payment is then due.

- 7.3 Until such time as the property in the Goods passes to the Customer, Company's fiduciary agent and bailee and shall keep the Goods separate from those of the customer and third parties and properly stored protected and insured and identified as the Company's property. Until that time the Customer shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to the Company for the proceeds of sale or otherwise of the Goods whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any moneys or property of the Customer and third parties and in the case of tangible proceeds properly stored protected and insured.
- 7.4 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold) the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and if the Customer fails to do so forthwith to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.
- 7.5 The Customer shall not be entitled to pledge or in any way charge by the way of security for any indebtedness any of the Goods which remain the property of the Company but if the Customer does so all moneys owing by the Customer to the Company (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

Article 8. Warranties and Liability

- 8.1 Subject to the conditions set out below the Company warrants that the Goods will correspond with their specification at the time of delivery.
- 8.2 The above warranty is given by the Company subject to the following conditions:
- 8.2.1 the Company shall be under no liability in respect of any defect in the Goods arising from any drawing design or specification supplied by the Customer
- 8.2.2 the Company shall be under no liability in respect of any defect arising from fair wear and tear wilful damage negligence abnormal working conditions failure to follow the Company's instructions (whether oral or in Writing) misuse or alteration or repair of the Goods without the Company's approval
- 8.2.3 the Company shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for the Goods has not been paid by the due date for payment
- 8.2.4 the above warranty does not apply to parts material or equipment not manufactured by the Company in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company
- 8.3 Subject as expressly provided in these Conditions and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.4 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976 the statutory rights of the Customer are not affected by these conditions.
- 8.5 Any claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to the Company within seven days from the date of delivery or (whether the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 8.6 Where any valid claim in respect of any Goods which is based on any defect on the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these conditions and the Company shall be entitled to replace the Goods (or the part in question) free of charge or at the Company's sole discretion refund to the Customer the price of the Goods (or a proportionate part of the price) but the Company shall have no further liability to the Customer.
- 8.7 Except in respect of death or personal injury caused by the Company's negligence the Company shall not be liable to the Customer by reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any consequential loss or damage (whether for loss or profit or otherwise) costs expenses or other claims for consequential compensation whatsoever (and whether caused by negligence of the Company its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer except as expressly provided in these Conditions.
- 8.8 Except as provided above the liability of the Company shall not exceed the value of the Goods.
- 8.9 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Company's obligations in relation to the Goods if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Company's reasonable control
- 8.9.1 act of God explosion flood tempest fire or accident
- 8.9.2 war or threat of war sabotage insurrection civil disturbance or requisition
- 8.9.3 acts restrictions regulations bye-laws prohibitions or measures of any kind on the part of any governmental parliamentary or local authority
- 8.9.4 import or export regulations or embargoes
- 8.9.5 strikes lockout or other industrial actions or trade disputes (whether involving employees of the Company or of a third party)
- 8.9.6 difficulties in obtaining raw materials labour fuel parts or machinery power failure or breakdown in machinery

Article 9. Insolvency of Customer

- 9.1 This clause applies if
- 9.1.1 the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being

a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or an encumbrance takes possession or a receiver is appointed of any of the property or assets of the Customer or the Customer ceases or threatens to cease to carry on business

- 9.1.2 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the customer and notify the Customer accordingly
- 9.2 If this clause applies then without prejudice to any other right or remedy available to the Company the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

Article 10. No Resale

- 10.1 The Customer shall not and warrants that it will not breed the Insects supplied by the Company otherwise than for the Customer's own use in accordance with the purpose. The Customer shall not remove the Insects from the glasshouse in which it was intended that the Insects were to be placed.

Article 11. General

- 11.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 11.2 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same of any other provision.
- 11.3 If any provision of these Conditions is held by any competent authority to be invalid or enforceable in whole or in part the validity of the provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 11.4 The Contract shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.