**Landauer Seafoods Division Sales Terms & Conditions**

1. TERMS AND CONDITIONS

In these Terms and Conditions the following words shall have the following meaning:

“Company” means Landauer Limited

“Customer” means the person, firm or company placing an Order with the Company.

“Contract” means any agreement between the Company and the Customer for the supply of the Goods as evidenced by the Sales Confirmation.

“Delivery” as set out in Clause 4.

“Goods” means the products that the Company has agreed to supply and the Customer has agreed to purchase.

“Order” means a request by the Customer to purchase Goods from the Company.

“Purchase Price” means the price agreed between the Company and the Customer for the Goods as evidenced by the Sales Confirmation.

“Sales Confirmation” means the Company’s written confirmation of the Customer’s order of Goods.

1. VARIATION.

Neither the employees of the Company nor the employees of the Customer shall have the right to vary these Terms and Conditions unless such variation is in writing and signed by a Director or Principal of both parties.

3. ACCEPTANCE AND CONTRACTS.

3.1 Acceptance of a Contract with the Company shall be conclusive evidence of acceptance of these Terms and Conditions by the Customer, to the exclusion of all other terms and conditions. If there is any conflict between these Terms and Conditions and the Sales Confirmation, the terms of the Sales Confirmation will prevail.

3.2 Quotations and estimates given by the Company are not offers to sell. The Order, howsoever placed, constitutes an offer by the Customer to purchase Goods from the Company in accordance with these Terms and Conditions.

3.3 The Company reserves the right to accept or refuse any Order at its sole discretion. Where an Order is accepted by the Company, it is accepted subject to the availability of the Goods which are the subject of the order.

3.4 An Order is not accepted and a Contract will not become binding on the Company until the Company has confirmed that the quantity required by the Customer is available and is to the required quality and specifications.

4. DELIVERY.

4.1 Where goods are sold on CIF terms, risk in the Goods passes to the Customer and Delivery is deemed complete when Goods pass the ship’s rail at the port of shipment.

4.2 Where goods are sold on ex-store terms, risk in the Goods passes to the Customer and Delivery is deemed complete when the Company places the Goods at the Customer’s disposal for collection.

4.3 Where goods are sold on DPP terms, risk in the Goods passes to the Customer and Delivery is deemed complete when the Goods are unloaded at the named place of destination.

4.4 Notwithstanding anything else herein, all Goods, unless otherwise specified in the Sales Confirmation, will be deemed to have been sold ex-store.

4.5 While the Company will endeavour to deliver the Goods by any date or within any period agreed upon, such dates and periods are estimates only given in good faith, and the Company will not be liable for any failure to deliver by such a date or within such a period, howsoever caused. Moreover, the Company shall be entitled to defer Delivery until any monies due from the Customer have been received.

4.6 Where goods are sold ex store, the parties may agree (subject to credit insurance) that the Company will arrange physical delivery from ex-store to the Customer’s chosen location at the Customer’s sole risk. In those circumstances, the Company may at its own discretion make a charge for any physical delivery it undertakes or any freight and/or carriers' charges incurred in physically delivering the Goods, any carrier being deemed an agent of the Customer.

5. STORAGE CHARGES.

The Customer shall pay the Company's storage charges from the first Monday following conclusion of a Contract, at the rates prevailing at the time when the storage at the expense of the Customer commences.

6. QUALITY.

Quality of the Goods shall be as specified at the time when the Contract becomes binding. If actual quality of the Goods differs from the quality specified in the Contract, the Contract shall not be avoided thereby but the Company may in its absolute discretion give an appropriate refund to the Customer.

7. TERMS OF PAYMENT AND RETENTION OF TITLE.

7.1 Unless otherwise agreed payment shall be due net cash thirty days after Delivery in accordance with Clause 4.1. The time for payment shall be of the essence of the Contract.

7.2 The following provisions shall apply to all Goods which under the Contract the Company agrees to supply to the Customer. No failure by the Company to enforce strict compliance by the Customer with such provisions shall constitute a waiver thereof and no termination of the Contract shall prejudice limit or extinguish the Company's rights under this paragraph.

7.2.1 Upon Delivery of the Goods the Customer shall hold the Goods solely as bailee for the Company and the Goods shall remain the property of the Company until such time as the Customer shall have paid to the Company all sums of money due and owing to the Company. Until such time the Company shall be entitled to recover the Goods or any part thereof and for the purpose of exercising such rights the Company, its Employees and Agents with appropriate transport may enter upon the Customer's premises and any other location where the Goods are situated.

7.2.2 The Customer is hereby Licensed to sell on the Goods. The Customer shall immediately upon receipt of the proceeds of sale and whether or not payment has become due under paragraph 7(a) hereof remit to the Company the full Purchase Price of the Goods sold less any part thereof which has already been paid and until such amount has been so remitted shall hold such amount as trustee and agent for the Company.

7.2.3 The Customer shall maintain all appropriate insurance in respect of the Goods from the date or dates on which the risk therein passes to him which unless otherwise agreed shall be on Delivery in accordance with Clause 4. In the event of any loss or damage occurring while the Goods remain the property of the Company the Customer shall either on the date that payment becomes due under sub-Clause (a) hereof or, if it is already due immediately remit to the Company the full Purchase Price of the Goods lost or damaged less any part hereof which has already been paid and until such amount has been so remitted shall hold such amount as trustee and agent for the Company.

7.2.4 The licence granted under sub-paragraph 7.2.2 above shall be terminated forthwith at any time upon notice by the Company to the Customer.

7.2.5 The Customer is hereby licensed to incorporate the Goods into any other goods produced and/or sold by the Customer.

8. INTEREST.
Interest shall be charged on all accounts which have become due and payable at the rate of ½ percent per month compounded with monthly rests from the time payment became due until the time of actual payment whether before or after any proceedings have been commenced.

9. CARRIAGE BY SEA.

When Goods are shipped by sea to the Customer and sold on a carriage and freight basis only it will be the responsibility of the Customer to arrange the appropriate insurance and make any claims to the Insurance Company covering shipment of the Goods should a claim arise. The Company shall not be under any obligation to give any notice to the Buyer as required by section 32(3) of the Sale of Goods Act 1979 or any amendments or revisions thereto.

10. CLAIMS FOR DAMAGE AND/OR SHORTAGE.

10.1 Written notice of claim for damage and/or shortage and/or that the Goods are not in accordance with the Contract must be given to the Company in writing within 14 days of physical delivery or collection by the Customer

10.2 If the Customer fails to give such notice of claim then the Goods forming the subject of the Contract shall be deemed to be in all respects in accordance with the terms of the Contract and the Customer shall be bound to accept and pay for the same. Any claim shall be deemed waived and absolutely barred and the Company shall be discharged of all liability whatsoever and howsoever arising.

10.3 Without prejudice to the foregoing, the Company has the right to inspect any Goods in respect of which the Customer alleges damage and/or shortage. Upon receiving a notice of claim, the Company may give notice to the Customer, requiring that the Customer, preserves the Goods and makes them available for inspection on demand at any reasonable time or times by the Company and/or its representatives, failing which any claim shall be deemed waived and absolutely barred and the Company shall be discharged of all liability whatsoever and howsoever arising.

10.4 The Customer shall be responsible for ensuring that the Goods are handled and stored in accordance with the Company's instructions for proper storage and use.

10.5 In the event that the Company accept any claim for damage and/or shortage and/or that the Goods are not in accordance with the Contract, the Customer must make the Goods available for collection by the Company if requested, failing which the Company’s liability will be waived.

11. OTHER CLAIMS

11.1 In all other cases, written notice of claim must be given to the Company in writing within [28] days of physical delivery or collection by the Customer.

11.2 If the Customer fails to give such notice of claim, the claim shall be deemed waived and absolutely barred and the Company shall be discharged of all liability whatsoever and howsoever arising.

12. LIMITATION OF LIABILITY.

12.1 The Company shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, for:

12.1.1 any loss caused by inherent vice of the Goods including the natural alteration of the weight from the date of packaging to the
date of physical delivery or collection; and/or

12.1.2 any damage or loss of any kind other than personal injury or death attributable to defects in the Goods accepted or deemed to have been accepted by the Customer. The
Customer shall keep the Company indemnified against any claims loss proceedings and expenses arising out of such injury damage or loss and/or

12.1.3 any indirect or consequential loss from any cause whatsoever and howsoever arising; and/or

12.1.4 Save as hereinbefore provided and subject to the provisions of Section 2 (i) of the Unfair Contact Terms Act 1977 or any amendments or revisions thereto the Company shall not be liable to the Customer for any damage or for any direct or indirect or consequential loss incurred by the Customer in consequence of any negligence on the part of the Company or negligence or wilful default on the part of its servants or agents in or in connection with the supply of any Goods or the design or manufacture thereof or in the carrying out of any work.

12.2 In any event, the Company’s liability to the Customer for damage and/or shortage and/or any claim that the Goods are not in accordance with the Contract, shall be limited to the Purchase Price of the Goods, subject to the following:

12.2.1 Written notice of claim shall have been given by the Customer to the Company in accordance with Clause 10.1;

12.2.2 the Company shall have been given the opportunity to examine the Goods in accordance with Clause 10.3; and/or

12.2.3 Where any claim is accepted by the Company, the Customer shall have made the Goods available for collection by the Company.

12.3 In any event, the Company’s liability to the Customer for any other claim, howsoever arising, shall be limited to the Purchase Price of the Goods, subject to written notice of claim having been given by the Customer to the Company in accordance with Clause 11.1.

13. FORCE MAJEURE.

The Company shall not be liable for failure to perform this Contract or for the loss or damage of the Goods or for any delay if caused by any event beyond the Company's control. Without prejudice to the generality of the foregoing, examples of force majeure are strikes, lock-out, blocking of export or import, war, warlike operations, all hostilities, civil strife, insurrection or piracy, confiscation, act of God or action of any government and any act or occurrence whatsoever beyond the control of the Company.

14. CANCELLATION.

14.1 The Company may at its own discretion defer or cancel any further deliveries and treat the Contract of which these Terms and Conditions form part as determined but without prejudice to the right to the full Purchase Price for Goods delivered and damage for any loss suffered in consequence of such cancellation and or determination, in the following circumstances:

14.1.1 The Customer fails to make any payment when it becomes due or enters into any composition or any arrangement with his creditors or if being an incorporated company shall have an administrative receiver or administrator appointed or shall cease trading or pass a resolution for winding up or a Court shall make an order to that effect or if there shall be any breach by the Customer of any of the Terms and Conditions hereof, or

14.1.2 The Company’s insurer withdraws the credit limit for the Customer.

14.2 In the event of an increase in price and/or freight costs by the supplier of more than 5%, the Company shall seek the Customer’s agreement to a corresponding increase to the Purchase Price. In the event that the parties cannot agree a corresponding increase to the Purchase Price, the Company has the right to cancel the Contract

14.2 The Customer shall make good all losses that the Company may suffer as a result of cancellation, howsoever arising.

15. SUBJECT TO FISHING.

All Contracts made by the Company with its Customers are subject to fishing and availability and supply of the Goods. The Company has the right to increase the Purchase Price by up to 5%, in the event of a corresponding change in price and/or freight costs by the supplier, and on giving written notice to the Customer.

16. LIEN.

The Company shall have a general lien on the Goods and all property of the Customer within its control for the payments of all debts accrued due or accruing due to it on any account between the parties and shall be entitled to sell the Goods accordingly.

17. EXCLUSION.

All Goods sold by the Company are supplied with the benefit of the terms implied by Section 12 of the Sale of Goods Act 1979 or any amendments or revisions thereto. Subject thereto, and whether or not the Contract is a contract of sale, all other conditions, warranties and other terms expressed or implied statutory or otherwise are expressly excluded, save as provided in Clause 6 hereof or as otherwise expressly agreed by the Company in writing PROVIDED THAT if and insofar as any legislation or any order made thereunder shall make or have made it unlawful to exclude or purport to exclude from the Contract any term or shall have made unenforceable any attempt to exclude any such term, the foregoing provisions of this paragraph will not apply to any such term.

18. HEADINGS.

Reference to Clauses are to clauses of these Terms and Conditions. Headings are for convenience only and do not affect the interpretation of these Terms and Conditions. A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted.

19. INVALIDITY

If at any time any Term or Condition or any part thereof (in this Clause called the “offending provision”) contained in Terms and Conditions shall be declared or become unenforceable, invalid or illegal for any reason whatsoever, the other Terms and Conditions or parts thereof shall remain in full force and effect as if these Terms and Conditions had been entered into without the offending provision appearing herein and their legality, validity or enforceability shall not be affected or impaired. The Company and the Customer agree to substitute if possible for such offending provision a new provision as agreed between the Company and the Customer which serves the purpose of the offending provision to the fullest possible legal extent.

20. LAW AND ARBITRATION

20.1 Any dispute arising out of or in connections with these Terms and Conditions shall be governed by and construed in accordance with English law and shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force. Unless the parties agree upon a sole arbitrator, one arbitrator shall be appointed by each party and the arbitrators so appointed shall appoint a third arbitrator, the decision of the three-man tribunal thus constituted or any two of them, shall be final. On the receipt by one party of the nomination in writing of the other party’s arbitrator, that party shall appoint their arbitrator within fourteen days, failing which the decision of the single arbitrator appointed shall be final. For disputes where the total amount claimed by either party does not exceed [USD 50,000] the arbitration shall be conducted in accordance with the Small Claims Procedure of the London Maritime Arbitrators Association.

20.2 Notwithstanding the above and solely for the benefit of the Company, it is further agreed that the Company has the right to proceed against the Customer in such jurisdiction as the Company in its sole discretion sees fit for the purposes of securing payment of any amounts due to the Company from the Customer or to exercise any rights hereunder.

21. ANTI-BRIBERY AND CORRUPTION

21.1 The Customer represents, warrants and undertakes that it nor any member of its organization has committed any breach and shall at all times comply with all laws, rules and regulations applicable to the Company and/or the Customer relating to bribery, corruption and money laundering, including the Bribery Act 2010 (UK) (as amended from time to time) and have procedures in place that are, to the best of its knowledge, designed to prevent the commission of any offence under such legislation by any member of its organization or by any person providing services for it or on its behalf.

21.2 The Customer represents and warrants that it has neither paid nor received a bribe or made a corrupt payment, whether directly or indirectly, in connection with these Terms and Conditions.

21.3 The Customer shall promptly notify the Company if, at any time during the term of these Terms and Conditions, its circumstances, knowledge or awareness changes such that it would not be able to repeat the representations and warranties set out in Clause 21.1 and/or Clause 21.2

21.4 In the event the Customer is in breach of this Clause 21, the Company may terminate the Contract and the Company shall not be liable to the Customer for any losses, claims, costs, expenses, damages or liabilities arising in connection with any such termination.

21.5 To the full extent permitted by applicable law, the Buyer shall indemnify the Company against any and all costs, expenses, losses and liabilities it incurs as a result of the Buyer being in breach of its obligations under this Clause 21.

22. WAIVER

The failure by any party to the Contract to enforce any right against any other party shall not be construed as a waiver of that right or in any way affect the validity of the Contract. In particular, the granting by the Company of any additional time to make payment or the waiving of any interest or other charge shall not prevent the Company at any time thereafter from relying upon its strict contractual rights.