

## KALEX FLAVOURS AND INGREDIENTS (PTY) LIMITED TERMS AND CONDITIONS OF SALE

### 1. BINDING TERMS

- 1.1. Any purchaser ("buyer") of the products, goods and/or services ("the products") of Kalex Flavours and Ingredients (Pty) Limited ("the company") is deemed to have accepted all of the terms and conditions contained herein ("the terms") upon placing an order for the products with the company.
- 1.2. The buyer is deemed to have acted diligently in reading, understanding and accepting all of the terms prior to placing each and every order with the company, which terms are published on the company's website and on the reverse side of the company's invoices.

### 2. ORDER ACCEPTED – NO VARIATION / CANCELLATION

The buyer agrees that once any order placed by the buyer has been accepted by the company, such order cannot be withdrawn, altered or cancelled by the buyer unless the company expressly agrees to such withdrawal, alteration or cancellation, which decision is in the sole discretion of the company.

### 3. PRICE

- 3.1. The price payable by the buyer to the company shall be the price reflected on the company's invoice to the buyer in respect of each and every order and consequent sale.
- 3.2. Only the company shall have the right to vary the invoiced price in the event of the company having incurred any unforeseen expenses and/or disbursements arising from the sale in issue.

### 4. PAYMENT

- 4.1. The buyer shall make payment of the price to the company for the products purchased within 30 days of the date of invoice.
- 4.2. Such payment will be made by the buyer to the company without set off or deduction.
- 4.3. The company shall levy an additional charge for interest at the applicable statutory rate on any overdue amount owed by the buyer to the company.

### 5. DELIVERY

- 5.1. The company shall use its best endeavours to deliver the products purchased by the buyer timeously and in accordance with the buyer's expectations.
- 5.2. However, the company does not warrant that it will be able to deliver the products timeously or in accordance with the buyer's expectations at all times.
- 5.3. The buyer acknowledges that due to the nature of the products it has purchased, the company is constrained in the production of same by the need to rely on its own suppliers.

### 6. WARRANTIES

- 6.1. The company warrants that the products purchased by the buyer have been manufactured in accordance with the company's standard specifications for such products, alternatively, if applicable, in accordance with the written specifications provided by the company to the buyer applicable to any particular sale.
- 6.2. The company does not warrant that the products ordered and purchased by the buyer will meet the buyer's expectations of merchantability and commercial feasibility which are aspects entirely within the buyer's control.

### 7. LIMITATION OF LIABILITY

The company shall not be liable for any damage of whatsoever nature sustained by the buyer in consequence of its purchase of the products, which purchase is made at the buyer's own risk.

### 8. OWNERSHIP AND RISK

- 8.1. Risk in and to the products purchased shall pass from the company to the buyer on delivery.
- 8.2. Notwithstanding delivery, ownership in and to the goods will remain with the company until such time as the full price for the products purchased has been paid by the buyer to the company.
- 8.3. Should the buyer fail to pay the price timeously, the company shall have the right to remove the products from the possession of the buyer and/or its nominee or agent on 24 hours written notice without the need for the company to obtain a prior court order.
- 8.4. In the event of the company recovering the products purchased or part thereof, the buyer will remain liable to the company for the payment of any outstanding amount after the company has valued the products recovered and passed the appropriate credit if same is applicable, at the discretion of the company.

### 9. LEGAL ACTION

Should the company have to institute legal action against the buyer due to the buyer breaching the terms in any way whatsoever, the buyer shall pay the company's legal fees so incurred on an attorney and client scale.

### 10. INTELLECTUAL PROPERTY

- 10.1. The buyer acknowledges that in the process of manufacturing the products purchased from the company, various skills, know-how, techniques and experience is deployed by the company and its representatives.
- 10.2. To the extent that this gives rise to intellectual property in the form of formulas, methods, quantities and the like, same shall constitute intellectual property owned by the company.

### 11. FORCE MAJEURE

Should the company be prevented from fulfilling its obligations as set out in these terms because of events of whatsoever nature which are outside of its control, it is not obliged to comply with its obligations set out in these terms until such events have ceased.

### 12. GENERAL

- 12.1. The buyer acknowledges that the terms constitute the sole agreement it has with the company, which terms can only be lawfully varied by the buyer way of a written variation agreement expressly signed by each of the company and the buyer.
- 12.2. The buyer is not entitled to cede its rights and/or obligations as set out in these terms to any third party.
- 12.3. Notwithstanding anything to the contrary contained in the terms, the company does have the right to vary the terms in its sole discretion.