

NAKED FOODS LIMITED

CONDITIONS OF SALE

1. Naked Foods Ltd will only supply product or services on these conditions and all other terms, conditions and warranties whether express or implied are hereby excluded.

No variation in these conditions shall be binding on Naked Foods unless in writing, signed on behalf of Naked Foods.

2. All quotations by Naked Foods are based upon the cost of materials, transport and labour current at the time of the quotation. They are subject to these conditions and are valid for 30 days from the date thereof unless otherwise notified in writing by Naked Foods.

3. In the event of increase in the costs to Naked Foods after the date of quotation due to matters beyond the control of Naked Foods, the Company shall have the right to increase the price quoted whether before or after acceptance of the quotation.

4. Quantities

Naked Foods reserves the right to deliver a reasonable quantity less than or more than the quantity agreed to be supplied. The quantity delivered shall be paid for on a pro rata basis and shall be deemed to satisfy the requirements of the contract for supply. Where delivery is in instalments, then the instalments shall be aggregated.

5. Delivery Dates

Naked Foods shall with all reasonable endeavor's to comply with such dates as are requested by the customer but shall not be liable for any loss or damage sustained by the customer as a result of a failure to comply with such dates.

6. Shipment

Delivery of the Goods is by road transport free of charge (UK) Any alternative method of delivery shall be at the Customer's expense, having first been agreed in writing with Naked Foods. In the event of loss or damage to the Goods in transit, Naked Foods, replace the Goods or the part thereof lost or damaged provided – In the event of total or partial loss or damage, notice in writing is delivered to Naked Foods within 5 days of delivery.

7. Instalment Deliveries

Each part delivery or instalment of the Goods shall be deemed to be sold under a separate contract.

8. Risk in the Goods

The risk in the Goods shall pass to the Customer: When delivery is tendered by Naked Foods at the Customer's premises. Where delivery is to be made to a third party at the direction of the Customer upon tender of delivery the third party. Where the Customer agrees to collect the Goods when the goods are made available for loading at Naked Foods premises.

Irrespective of any provision in or signature of any delivery, advice or dispatch.

9. Payment

Payment for the Goods shall be made to Naked Foods Ltd within 30 days of delivery of the goods to the Customer. Naked Foods Ltd shall be entitled to charge interest and recover from the Customer on any amount overdue at an annual rate of 3% above base rate until payment.

10. Retention of Title.

Until payment in full has been made (each order being considered as a whole). Title of the goods do not pass until payment is received.

(a) The property in the goods shall remain vested to Naked Foods Ltd notwithstanding the provisions of condition 8.

(b) The Buyer shall, if required so by Naked Foods, clearly mark or designate the Goods so that they remain readily identifiable as the property of Naked Foods and shall store the same in a proper manner without charge.

(c) If any of the events referred to in Condition 14 occur, Naked Foods shall be entitled to recover any or all of the Goods in the Customer's possession to which the Naked Foods has title hereunder and for that purpose, Naked Foods, its servants or agents may with such transport as is necessary enter upon any premises occupied by the Customer or to which the Customer has access and where goods may then be situate.

10. Liability

Where it is established to the satisfaction of Naked Foods that Goods contain, at the time of receipt by the customer, some defect in quality (not being a defect caused by some act or neglect of the Customer or some third party) and the Goods are returned to Naked Foods it will replace the same. Naked Foods shall not in any event be liable to the Customer for any indirect or consequential loss, damage or expense.

11. The Customer shall alone be responsible for and shall at all times indemnify Naked Foods against all actions or claims in connection with the goods or the use thereof by the Buyer of whatsoever nature and howsoever the same may arise and all liability expense or loss in respect thereof.

12. Force Majeure.

Naked Foods shall not be liable for any loss or damage caused by delay in the performance or by the non-performance of any of its obligations hereunder where the same is occasioned by any cause whatsoever which is beyond Naked Foods' reasonable control, including but limited to, an Act of God, war, civil disturbance, requisitioning, governmental, parliamentary or municipal restrictions, prohibitions or enactments of any kind, import or export regulations, strikes, lockouts or trade disputes (whether involving its own employees or those of any other person) difficulties in obtaining workmen, or materials, breakdown of machinery, fire or other accident. Should any such event occur, Naked Foods may cancel or suspend this contract, without incurring any liability or loss or damage thereby occasioned.

13. Termination

Naked Foods shall have the right (without prejudice to the exercise of any other rights it may have against the Customer) to terminate the contract upon: (a) any breach of the contract or any other contract between the Buyer and Naked Foods including a failure to pay in accordance with clause 9 hereof: or

(b) the Customer entering into any composition or arrangement with or for the benefit of creditors or having a receiving order made against him or being a company having a winding up petition presented or resolving to wind up or having an administrator, receiver or manager appointed over all or any part of its assets.

14. Law

The proper law of the contract shall be English Law and the Courts of England and Wales shall have exclusive jurisdiction in any dispute or matter arising in connection therewith.

Signed in agreementsignature

On behalf ofCustomer Name

Date