

TERMS & CONDITIONS OF TRADING

VERSION 2.0 | 01 FEBRUARY 2021

1. DEFINITIONS:

1.1. PURCHASE ORDER

Means an instruction from the *Customer* to the *Supplier* to supply goods and / or services. The form of the instruction may be any of a formal *Customer* purchase order, a letter from the *Customer*, an email from the *Customer* and a telephone or verbal instruction from the *Customer*. Once the *Supplier* has accepted the *Purchase Order* in writing (electronic or paper format) a contract for supply is implied.

1.2. AGREEMENT

Once the *Supplier* has accepted the *Purchase Order* in writing (electronic or paper format) there shall be an *Agreement* to supply the goods.

1.3. SUPPLIER

Means Envirotech Innovative Products Limited T/A AURANTA, incorporated and registered in Ireland with company number 523437 whose registered office is at c/o Sean McKenny & Co., Business Park, Dawson's Demesne, Ardee, Co. Louth, Ireland and whose trading address is NovaUCD, Belfield Innovation Park, Belfield, Dublin D04 V2P1, Ireland or any of its subsidiaries or associated companies.

1.4. CUSTOMER

Means the person or persons or body corporate to whom goods or services are supplied by the Supplier.

1.5. GOODS

Means any goods or stock rented, purchased or hired from the Supplier by the Customer in connection with the *Purchase Order* and any goods added thereto or substituted therefor pursuant to the *Purchase Order*.

1.6. AURANTA

Auranta is a brand name covering materials of whatever type of chemical, food processing aid, food ingredient, animal feed ingredient, compound animal feed, plant synergist, plant fertiliser, plant protection agent or biocide, whether in liquid or powder form. The use of the terms food processing aid, food ingredient, animal feed ingredient, plant synergist, plant fertiliser and biocide does not imply any properties or approvals associated with Auranta.

2. PAYMENT TERMS

All invoices and payments shall be in Euro.

Terms of payment for Customers within the European Union and in Iceland, Liechtenstein, Norway, United Kingdom and Switzerland, shall be monthly at the prices current at the date hereof (which prices are available on request from the Supplier) and payment shall be received by electronic transfer to the Supplier's bank by noon on the 15th day following the date of invoice, with the Customer liable for any bank charges.

Terms of payment for Customers outside European Union, European Economic Area, Switzerland or United Kingdom shall be CAD (cash against documents), by electronic transfer to the Supplier's bank unless otherwise subject other payment terms agreed between the Customer and Supplier.

3. RETENTION OF TITLE

All goods shall remain the property of the Supplier until full payment has been received.

4. VALUE ADDED TAX AND DUTY

All sums becoming due and payable are liable to VAT which will be charged in accordance with prevailing legislation. The VAT rate in Ireland for animal feed is zero at present but subject to change.

Customers outside the European Union and Northern Ireland shall be liable for duties and other import and export taxes. Goods are supplied by the Supplier on a FOB (free-on-board) basis, with the Customer liable for delivery and associated costs.

5. RISK AND INSURANCE

The goods shall remain the property of the supplier, but the risk of the goods shall be with the customer while in the Customer's care, custody and control. The Customer hereby undertakes to indemnify and keep indemnified, the supplier against all loss of and damage howsoever caused to or by the goods. The goods must be insured on a replacement value basis in an amount equal to the price to be paid, therefore. The Customer must hold as fiduciary upon trust for the Supplier absolutely the proceeds of any successful insurance claim.

6. UNITS

All Auranta products are measured using the SI system of weights and measures. Auranta powder products (product name suffixed P) shall be sold by weight, with the unit of measurement being kilogramme (kg). Auranta liquid products (product name suffixed L) shall be sold by volume (unless prior arrangements have been made to sell by weight), with the unit of measurement being litre (l). Auranta liquid products have a specific gravity greater than 1.0 (i.e. heavier than water), therefore packaging of liquid products sold by weight may appear to be partially full.

7. QUALITY

Auranta shall be manufactured in accordance with GMP+ or by using an equivalent quality system.

8. ACCESS TO STOCK AND EQUIPMENT

The Customer hereby grants to the Supplier access to the goods at all times to check and inspect stock, the property of the Supplier, wherever same may be located.

9. GUARANTEE

The Supplier guarantees the goods against defective manufacture, defective workmanship, natural defects or damage arising from fair wear and tear only and any repairs necessary arising from these factors will be carried out free of charge. However, the Supplier reserves the right to charge for any repairs or damage which, in its opinion, have been caused by fire, explosion, weather conditions, lightning, earthquake, storm or flood, drought, humidity, subsidence or landslip, impact of any description, riot, civil commotion, strikes, disturbances, lockouts, industrial disputes, malicious persons or vandals, actions or interference by third parties, delay in transit, accidents, unforeseen hindrances or circumstances, shortages of material, acts of God, the negligent, careless or reckless use or misuse of the goods or the state of repair or condition of the premises where the goods may be.

10. USE OF GOODS NOT RECOMMENDED BY SUPPLIER

Notwithstanding *Clause 9 above Guarantee*, the Supplier will not give the guarantee therein, should the Customer require goods that the Supplier does not recommend.

11. LIABILITY

The Supplier shall not be liable for any breach of the Agreement or any loss or damage howsoever arising from any of the causes specified in *Clause 9 Guarantee* above.

12. CHANGE OF LEGAL STATUS

If the Customer in any way alters its legal status, then the Agreement shall be determinable at the exclusive option of the Supplier and the Customer hereby undertakes to notify the Supplier of any intention to change its legal status, (e.g. becomes or ceases to become a corporate entity or similar change) to the intent that a new Agreement may be entered into between the parties under the new status of the Customer.

13. DOCUMENTATION

The status of trade documentation such as contracts, purchase orders, dispatch documentation, invoices and statements in electronic form shall have the same status paper documentation. The status of technical documentation such as safety data sheets, technical descriptions, user instructions in electronic form shall have the same status paper documentation.

14. INTELLECTUAL PROPERTY

The formulations and know-how of the manufacture of the Goods are solely the property of the Supplier. The Supplier does not authorise the Customer or any other party to reformulate, reverse engineer, replicate, copy, manufacture, produce or otherwise infringe the intellectual property rights of the Supplier.

15. INTERFERENCE OR ALTERATION OF GOODS

Where any injury to persons or damage of any kind is occasioned due to goods and/or equipment being moved or altered or in any way interfered with by the Customer, the Customer shall fully indemnify the Supplier in respect of all costs, actions, claims or liabilities howsoever arising out of the relocation and/or interference by the Customer with the said items.

SALE OF GOODS ACT 1893 & SALE OF GOODS AND SUPPLY OF SERVICES ACT 1980

16. CONSEQUENTIAL LOSS

The Supplier shall not, in any event, be liable:

- For any loss of profits suffered by the Customer nor
- For the late or non-delivery of goods whether or not resulting from negligence of the Supplier, its servants or agents or from the causes set out in *Clause 9 Guarantee* hereof.

17. INDEMNITY

The Customer shall indemnify the Supplier against all claims which may be made against the Supplier or costs incurred by the Supplier arising from:

- Any defect in the goods which was or should have been apparent to the Customer on reasonable examination prior to the use of the goods by the Customer or
- Use of the goods by the Customer, its servants or agents otherwise than in the normal and proper manner, whether or not resulting from the negligence of the Supplier or its servants or agents.

18. ASSIGNMENT

The agreement with the Customer is personal to the Customer and may not be assigned by the Customer without the express written consent of the Supplier. The Supplier may assign the benefit and burden of this agreement at any time without prior notice to the Customer.

19. VALIDITY

The invalidity in whole or in part of the terms of this agreement shall not affect the validity of any other term and all remedies available to either party for breach of contract are cumulative and may be exercised concurrently or separately.

20. GOVERNANCE LAWS

The agreement shall be governed by the Laws of Ireland. This Agreement, and all disputes or claims arising out of or in connection with it, shall be governed by and construed in accordance with Irish law. If the dispute is not resolved in accordance with section 28 below the parties hereto agree that the exclusive jurisdiction of the relevant Irish courts will apply.

21. CONSUMER'S RIGHTS

The Supplier declares that in cases where the Customer is a consumer, that the Customer's contractual rights under and by virtue of Sections 12, 13, 14 and 15 of the Sale of Goods Act 1893, are to be in no way prejudiced by the terms and conditions of the within Agreement of any of them.

The Supplier declares that in the case of the Customers who are not consumers, any exclusion or restriction of the rights conferred by Sections 13, 14 and 15 of the Sale of Goods Act 1893, which may be occasioned as a result of the within Agreement, are subject to Section 55 of the 1893 Act as amended.

22. CLAIMS

Claims in respect of the quality, condition or maintenance of service or shortage of goods or scheduled goods supplied or delivered or for any other reason, shall only be considered on the following terms:

- A. That the Supplier has the opportunity to inspect the source of the claim.
- B. That the Supplier is notified in writing of such claims within 7 days of the date of the invoice relating to the items in question.

23. ALTERATION TO THE TERMS OF THE AGREEMENT

No representation or statement not contained in the Agreement shall be binding on the Supplier. No alteration, waiver or modification of the printed terms of the Agreement shall be binding on the Supplier unless agreed to in writing by the Supplier.

24. AUTHORISATION

The *Agreement* comes into force when a *Purchase Order* has been accepted by the *Supplier*.

25. NON-COMPLIANCE WITH CREDIT TERMS

In the event that a Customer does not make payments to its account in accordance with the credit terms, then without prejudice to any other remedy, the Supplier shall be entitled to additional charges in compliance with the *European Communities (Late Payment in Commercial Transactions) Regulations 2012*. The Supplier shall add a once-off levy to that Customer's account of €40 in the case of overdue payment does not exceed €1,000, of €70 in the case of overdue payment exceeding €1,000 but not exceeding €10,000 and of €100 in the case of overdue payment exceeding €10,000. In the event that the account is not cleared beforehand, then as and from the credit expiry date (the interest date) interest shall accrue on the amount outstanding on the account at the rate of 8% above the European Central Bank rate per annum, both before and after any judgement obtained by the Supplier against the Customer. The parties hereto accept that these credit terms applicable to the Customer's account are not of a penal nature but in keeping with the commercial transaction.

26. SUPPORTING DOCUMENTATION

The Customer hereby agrees (in view of the fact that details, quantities, current prices of/for the goods may vary throughout the course of trading between the parties hereto) that the goods and the relevant prices, the subject matter of the Agreement, shall be as vouched by the documentary records (i.e. invoices, statements, correspondence, quotations, receipts, price lists, rental charge list and such like) of the Supplier and in the event of any dispute between the parties as to these matters such evidence as the Supplier may furnish shall be binding and conclusive as between the parties hereto.

27. LIABILITY FOR WORK DONE

For avoidance of doubt as and from the date hereof, the Customer shall be liable to reimburse the Supplier for work done and expense incurred by the Supplier in pursuance of the Agreement up to the date of lawful termination hereof in accordance with the terms hereof.

28. DISPUTE RESOLUTION

Any dispute or difference of any kind whatsoever which arises or occurs between the parties hereto in relation to any thing or matter arising under, out of or in connection with, the course of trading between parties hereto shall be referred to Arbitration under the Arbitration Rules of the Chartered Institute of Arbitrators – Irish Branch. Where the Customer makes a claim against the Supplier, the parties agree that the Arbitration shall take place in Ireland and where the Supplier makes a claim against the Customer, the parties agree that the Arbitration shall take place in Ireland.