TERMS AND CONDITIONS OF SALE

Soy Protein Ingredients - Trade Customers

SoyKing Limited - V4 Watling Street, Milton Keynes, MK5 8AA, United Kingdom

1. APPLICATION

1.1 These Terms and Conditions apply to all quotations, orders, sales, deliveries and supplies of Goods by SoyKing Limited (the "Seller") to a customer (the "Buyer"), unless the Seller expressly agrees otherwise in writing.

1.2 These Terms apply to each order accepted by the Seller and each delivery made under that order, including where the Buyer places several orders and receives several deliveries within the same period.

1.3 Any terms proposed by the Buyer, including terms on a purchase order, shall not apply unless expressly accepted by the Seller in writing.

1.4 These Terms are intended for business customers only. The Seller does not sell Goods to consumers under these Terms.

2. DEFINITIONS

"Seller" means SoyKing Limited, V4 Watling Street, Milton Keynes, MK5 8AA, United Kingdom. Registered in England and Wales, company number 08836475.

"Buyer" means the company, firm or person purchasing or agreeing to purchase Goods from the Seller.

"Goods" means the soy protein and plant-based food ingredients supplied by the Seller, including textured vegetable protein (TVP), soy protein isolate, soy fibre, binding and bulking systems and other products stated in the relevant order, delivery note or invoice.

"Specification" means the Seller's current product specification sheet for the relevant Goods, as issued to the Buyer.

"Contract Documents" means quotations, order confirmations, delivery notes, invoices, price confirmations and other documents relating to the relevant transaction.

3. ORDERS AND PROCUREMENT

3.1 The Buyer shall provide the Seller with the required products, quantities and requested delivery arrangements. An order becomes binding when accepted or confirmed by the Seller.

3.2 The Seller may procure, import or allocate Goods specifically to fulfil a confirmed Buyer order. The Buyer acknowledges that the Seller may do so in reliance on the Buyer's confirmed requirements, and a confirmed order may not be cancelled or reduced without the Seller's written agreement.

3.3 Supply is subject to availability from the Seller's suppliers and manufacturers, and reasonable commercial efforts will be used to fulfil confirmed orders.

3.4 If a requested product or quantity becomes unavailable, the Seller may notify the Buyer and, where appropriate, offer an alternative product, revised quantity or revised delivery arrangement.

3.5 Samples, technical data and recipe or usage guidance are provided for information only. Goods are sold by reference to the Specification, within the tolerances normal for the product, and not by reference to any sample.

4. RECURRING ORDERS AND DELIVERIES

4.1 The parties may operate an ongoing trading relationship in which the Buyer places orders from time to time and the Seller makes regular or scheduled deliveries where agreed.

4.2 Each accepted order and delivery may be separately documented and invoiced. These Terms apply to every such transaction unless expressly agreed otherwise.

4.3 Delivery dates and times are estimates unless expressly confirmed by the Seller as guaranteed. The Seller may deliver an order in instalments.

5. PRICE AND INVOICING

5.1 Prices shall be those agreed for the relevant order or stated in the applicable Contract Documents and, unless stated otherwise, are exclusive of VAT, which the Buyer shall pay in addition at the applicable rate.

5.2 The Seller may issue a separate invoice for each order or delivery. The Buyer shall check invoices promptly and notify the Seller in writing of any genuine query.

5.3 An invoice query shall not entitle the Buyer to withhold payment of undisputed amounts.

6. PAYMENT

6.1 Unless a different term is agreed in writing, invoices are payable strictly within 21 days from the date of issue.

6.2 Payment shall be made in cleared funds to the bank account nominated by the Seller.

6.3 The Buyer shall not deduct or set off any amount unless agreed by the Seller in writing or required by law.

6.4 If an invoice becomes overdue, the Seller may suspend or refuse further deliveries, require payment in advance, reduce or withdraw credit facilities, and exercise any other rights available under the Contract or applicable law.

6.5 The Seller reserves the right to claim interest and compensation on late payments under the Late Payment of Commercial Debts (Interest) Act 1998.

7. DELIVERY, INSPECTION AND RISK

7.1 Risk in the Goods passes to the Buyer upon delivery to the agreed delivery location or when the Buyer, its carrier or representative takes control of the Goods, including on collection from the Seller's premises.

7.2 The Buyer shall provide suitable facilities and personnel to receive, unload and store the Goods safely and in accordance with applicable food-safety requirements.

7.3 The Buyer shall inspect the Goods promptly upon delivery and note any visible damage or shortage on the delivery note.

8. SHORTAGE, DAMAGE AND PRODUCT CLAIMS

8.1 Claims for visible damage, shortage, incorrect quantity or incorrect product must be notified to the Seller as soon as reasonably practicable and, where possible, within 48 hours of delivery.

8.2 Claims that the Goods do not conform to the Specification must be notified in writing promptly after discovery and in any event within 14 days of delivery, or, for defects that could not reasonably have been found on inspection, within 7 days of discovery and before the best-before date of the Goods, unless otherwise agreed in writing. The claim should quote the product, batch or lot number and delivery date.

8.3 The Buyer shall preserve affected Goods, packaging and batch labels and allow the Seller a reasonable opportunity to inspect, sample and investigate a disputed claim, except where action is required for food safety or by law.

8.4 Where a claim is accepted as valid, the Seller may reasonably choose to replace the affected Goods, issue a credit or refund the price of the affected Goods, subject to applicable law.

8.5 The Seller shall not be liable for any defect arising from improper storage or handling after delivery, from use contrary to the Seller's guidance, or from the Buyer's own processing, recipes or formulations.

9. RETENTION OF TITLE

9.1 Legal and beneficial title to the Goods shall remain with the Seller until the Seller has received payment in full in cleared funds for those Goods and all other sums properly due from the Buyer.

9.2 Until title passes, the Buyer shall not knowingly prejudice the Seller's title to unpaid Goods. If the Buyer fails to pay or becomes insolvent, the Seller may exercise its rights in respect of unpaid Goods to the extent permitted by law.

10. FOOD SAFETY, STORAGE, ALLERGENS AND USE

10.1 The Buyer is responsible for receiving, storing, handling and transporting the Goods after delivery in accordance with applicable food-safety and hygiene requirements and the storage conditions stated on the packaging or Specification - normally cool, dry, clean and odour-free conditions, off the floor and away from direct sunlight.

10.2 The Buyer shall not sell, supply or use Goods where it knows or reasonably suspects that the Goods have been improperly stored, contaminated, damaged, have passed their best-before date or have otherwise been rendered unsuitable for use.

10.3 The Goods contain soya, which is a regulated allergen. The Buyer is solely responsible for the allergen management, labelling, ingredient declarations and legal compliance of any product it manufactures or sells using the Goods.

10.4 The Buyer is responsible for determining that the Goods are suitable for its intended use, recipes and processes. Usage rates and application advice from the Seller are given in good faith but do not form part of the Contract unless expressly agreed in writing.

10.5 The Buyer shall maintain batch traceability for the Goods and co-operate promptly with the Seller in the event of any product withdrawal or recall.

11. LIMITATION OF LIABILITY

11.1 Nothing in these Terms excludes or limits liability which cannot lawfully be excluded or limited, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

11.2 Subject to clause 11.1, the Seller shall not be liable for indirect or consequential loss, loss of profit, loss of business or loss of goodwill arising from the Contract.

11.3 Subject to clause 11.1, the Seller's total liability in respect of any order shall not exceed the price of the Goods supplied under that order.

12. FORCE MAJEURE

The Seller shall not be responsible for delay or failure caused by circumstances beyond its reasonable control, including crop failure, supplier or manufacturer shortages, shipping, port, customs or transport disruption, extreme weather, fire, flood, industrial action, government action, import or export restrictions, epidemic or pandemic restrictions, war or other events of force majeure.

13. CREDIT CONTROL AND SUSPENSION OF SUPPLY

Where the Buyer has overdue invoices, exceeds an agreed credit limit, or the Seller reasonably considers that the Buyer's credit position has materially deteriorated, the Seller may suspend further deliveries, require payment before delivery, or take other reasonable steps to protect its position.

14. NOTICES

Any notice under these Terms shall be in writing and sent to the other party's registered office, principal place of business or notified email address. Notices to SoyKing Limited may be sent to info@soyking.co.uk.

15. GENERAL

No failure or delay by the Seller in exercising any right shall constitute a waiver. If any provision is held invalid or unenforceable, the remaining provisions shall remain effective. Amendments to these Terms must be agreed in writing by the Seller.

16. GOVERNING LAW AND JURISDICTION

These Terms and each Contract shall be governed by the laws of England and Wales. Subject to any mandatory legal requirement to the contrary, the courts of England and Wales shall have exclusive jurisdiction over disputes arising from or connected with the Contract.

SoyKing Limited

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