

TERMS AND CONDITIONS OF PURCHASE (“Terms”) of
MONTEAGLE CONSUMER GROUP LIMITED (“Company”)

1. **Purchase Order**

- 1.1 These Terms must at all times be read with and construed in accordance with the relevant purchase order (“**Purchase Order**”) transmitted by the Company to the supplier/seller named therein (“**Supplier**”).
- 1.2 The Purchase Order, and any quote, agreement or other sale document, is subject to the provisions contained in these Terms.
- 1.3 The Purchase Order records certain details specific to a particular sale, whereas these Terms record the general terms and conditions of trade between the Company and the Supplier.
- 1.4 In the event of a conflict between these Terms and a Purchase Order (or any other agreement or sale document) the provisions of these Terms will take precedence.

2. **Acceptance and Amendment**

- 2.1 The Supplier is deemed to have acknowledged and accepted these Terms by either:
 - (a) Accepting any Purchase Order from the Company;
 - (b) Delivering any product to the Company;
 - (c) Accepting any payment from the Company; or
 - (d) Continuing to transact with the Company in any way after the Company transmits these Terms to the Supplier.
- 2.2 Notwithstanding anything to the contrary herein, the Company may update these Terms, in its sole discretion, on written notice to the Supplier.

3. **Application and Duration**

3.1 These Terms will:

- (a) apply to all purchases by the Company from the Supplier; and
- (b) be of full force and effect between the parties for so long as the Company maintains a purchasing relationship with the Supplier.

3.2 If the Company ceases purchasing goods from the Supplier for any reason, these Terms will remain in full force and effect between the Parties for a period of 1 (one) year from the last Purchase Order transmitted to the Supplier.

3.3 Notwithstanding anything to the contrary herein, the termination of these Terms for any reason will not affect those provisions which expressly provide that they will operate after termination or which of necessity must continue to have effect after termination, notwithstanding the fact that the clauses themselves do not expressly provide this.

4. **Ordering**

4.1 Purchase Orders placed by the Company will be sent, on behalf of the Company, from representatives based in Durban, South Africa ("**Durban office**"). Only Purchase Orders sent from the Durban office will be considered valid.

4.2 In contracting with the Supplier, the Company is represented by authorised personnel of the Durban office. The Supplier is required to liaise solely with the relevant personnel of the Durban office in respect of any transaction.

4.3 Purchase Orders must be signed by the Supplier, either physically or electronically, and returned to the Durban office within 2 business days, via the stipulated email or fax details, as confirmation and acceptance of all terms and conditions therein. An acknowledgement via email is also considered a form of acceptance.

- 4.4 The Company reserves the right, in its sole discretion, to cancel or reject any transaction:
- (a) where the Purchase Order is not returned in accordance with the above requirements; or
 - (b) where the Purchase Order is returned with any alterations or discrepancies, unless otherwise agreed to in writing by the Company.

5. **Quality Standards**

- 5.1 To supply the Company, the Supplier must be in possession of valid and internationally recognised quality accreditations, such as HACCP; BRC; IFS; or ISO 22000. ISO being the minimum safety accreditation for non-food suppliers and HACCP being the minimum food safety certificate for food suppliers.
- 5.2 In this regard, the Supplier warrants and undertakes that:
- (a) It is in possession of a valid and internationally recognised quality accreditation in relation to all goods supplied to the Company.
 - (b) All goods supplied to the Company will be:
 - (i) of sound quality, in accordance with destination country's legislation, regulations and standards.
 - (ii) free of manufacturing and production defects,
 - (iii) safe, usable and generally fit for the purpose for which the goods are intended.
 - (c) It will procure an annual quality audit by an internationally accredited certification body and such body must issue the Supplier with a valid certificate confirming the compliance of the quality standards maintained by the Supplier).
 - (d) It will always be in possession of a valid quality certificate.

- 5.3 A certified copy of such certificate will be provided to the Company on request. The Company will be entitled to view the original version of the certificate on request.
- 5.4 It is the Supplier's responsibility to be in possession of a valid quality certificate at all times, and to always provide the Company with copies of the renewed certificate.
- 5.5 The warranties provided by the Supplier herein have induced the Company into transacting with the Company and the Company is transacting with the Supplier on the basis of such warranties.

6. **Product Details**

Specifications

- 6.1 All products supplied to the Company must be in accordance with product specifications (which accompany this agreement, separately) agreed between the parties in writing. This includes (without limitation) product shelf life, as well as packaging detail.
- 6.2 Product specifications may not be amended without the prior written consent of the Company.
- 6.3 The Company reserves the right to reject any product that does not adhere to the minimum shelf-life requirements stated on the Purchase Order, unless otherwise agreed in writing.

Minimum Packaging and Production Runs

- 6.4 The Company will commit to the minimum number of packaging and production runs as may be agreed separately between the parties, in writing.
- 6.5 This minimum packaging and production runs, materials and costs must be agreed in writing and in advance of production. The Company will not be liable for costs which are not agreed in this manner.
- 6.6 The Supplier accepts responsibility not to print more than the minimum print run, at any given time, and to respect the minimum production run, based on the purchase orders placed by the Company.

- 6.7 Should the Company fail to comply with the agreed minimum packaging purchase, it will pay the Supplier the cost of all unused packaging materials, unless otherwise agreed in writing.

Ownership

- 6.8 Any artwork, design or other creation, including (but not limited to) printing plates, packaging design and brand design supplied or produced at the Company's request is deemed to be the Company's intellectual property and ownership thereof will vest solely in the Company. The Supplier may not supply any such creation to any third party without the prior and express written consent of the Company, regardless of the identity of the third party.

7. Pricing

- 7.1 All proposed prices must be submitted to the Company in writing, via email, and must clearly show the proposed price per item of sale, inco-term under which the sale will be governed, and payment terms. Prices may only be accepted in writing.
- 7.2 The Company requires at least one month's written notice of a proposed price increase, for its consideration.

8. Payment Terms

Payment terms are as agreed separately between the parties in writing, and in accordance with the Purchase Order. Payment does not constitute acceptance of the product and is subject to adjustment or refund in the event of defects, non-conformance and other failures by the Supplier to meet any terms of these Terms.

9. Buying Commissions

The Supplier agrees that no buying commissions or similar fees are to be paid to any third party in respect of purchases made by the Company. It further undertakes never to entertain nor pay any such commissions or fees to any Monteagle personnel without the written instruction of a director on the board of the Company. Non-compliance with this condition will result in the Company deducting such prohibited commissions from any future payments due to the Supplier.

10. **Lead Times**

- 10.1 Standard lead time is four weeks from receipt of the Purchase Order to despatch of goods, unless otherwise stipulated by the Supplier. If the Supplier is unable to meet the ready date specified in the Purchase Order, they are to advise the Company immediately on receipt of the Purchase Order and confirm best possible ready date along with a reason for the delay, for the Company's approval.
- 10.2 The Supplier must advise the Company at least 15 days prior to intended despatch date whether the goods are on schedule for such date. If not, the Supplier must advise the reasons for the delay and the next best possible despatch ready date, for the Company's approval.
- 10.3 The Company reserves the right to cancel any late orders following receipt of any delay notification.

11. **Shipping Documentation**

- 11.1 A draft set of documents must be emailed to the Durban office within six days of vessel sailing, prior to original documents being sent. The full set of original documents must be despatched by the Supplier immediately after the Company's approval of the copy documents and must be sent to the Durban office within 10 days of vessel sailing. Should the Company incur any demurrage costs as a result of the Supplier's non-compliance, such demurrage will be for the Supplier's account and the Supplier agrees to indemnify the Company in this regard.
- 11.2 As stated in the PO, the Supplier must provide at least the following standard shipping documents:
- (a) Invoice;
 - (b) Packing list;
 - (c) Bill of lading;
 - (d) Certificate of analysis.

11.3 The Supplier must duly provide any additional necessary documentation relevant to the product, or as specifically stated on the Purchase Order, or as may be agreed between the parties in writing.

12. **Defects, Claims and Indemnity**

12.1 Should the product be declared out of specification or defective or unfit for purpose or unfit for human consumption (as the case may be), by an official of the respective destination country, or by an internationally recognised third party inspection body, due to any manufacturing, production or supply default whatsoever, the Company will have a claim against the Supplier for:

- (a) The rejection of the product;
- (b) A refund of the purchase price; and
- (c) All losses, damages and costs arising from or connected with the defective product, including (but not limited to):
 - (i) Storage and destruction;
 - (ii) Shipping;
 - (iii) Inspection;
 - (iv) Replacement.

12.2 The above list does not detract from any other rights the Company may have in law.

12.3 The Supplier agrees to indemnify the Company and hold it harmless against any claim whatsoever that may be suffered by the Company arising from or related to any diseased, defective or otherwise unsuitable product.

12.4 The company undertakes to communicate this claim in writing to the supplier, together with all the relevant documentation, to allow the Supplier to ascertain the legitimacy of the claim.

12.5 Should the Supplier disagree with the merits of the claim, the Supplier will have 3 months to dispute the legitimacy of the claim, by way of second opinion by another internationally recognised third party inspection body.

13. **Restraint of Trade**

13.1 Notwithstanding anything to the contrary herein, the Supplier undertakes not to manufacture, supply or sell, directly or indirectly, (including contracting with other third party suppliers):

(i) Any brands or products contracted to, proprietary to, or owned by the Company; or

(ii) Any brands or products in respect of which the Company has a licence, agency or similar right to produce and/or distribute.

13.2 The above restraint will apply for the duration of the purchasing relationship between the Company and the Supplier and will continue indefinitely in full force and effect after the termination of such relationship or these Terms for any reason whatsoever.

13.3 The Supplier agrees that the restraints of trade contained herein are reasonable and necessary to protect the proprietary interests of the Company.

14. **Confidentiality**

14.1 The parties must treat as strictly confidential all information received or obtained as a result of entering into or performing under these Terms.

14.2 Finished products or labels belonging to the Company will not be used in any way for display or marketing purposes by the Supplier, whether at trade shows, on websites, visits from other customers, or otherwise, without the prior written consent of the Company.

14.3 The Supplier undertakes to disclose to the Company, immediately, should any person enquire as to the business, products, projects of or related to the Company.

15. **Breach**

Notwithstanding any other rights it may have in law, the Company reserves the right to terminate the contractual relationship between the parties in the event of a breach of these Terms or a repudiation by the Supplier.

16. **Notices and Domicilia**

The parties choose as their respective *domicilium citandi et executandi* for the purpose of legal proceedings and for the purposes of giving, or sending any notice provided for or necessary in terms of These Terms, the following addresses:

16.1 Company:

Physical Address: c/o Monteagle Consumer Group Limited, 11 Sunbury Park, La Lucia Ridge Office Estate, La Lucia, South Africa, 4051.

Email: legal@monteaglegroup.com

16.2 Supplier:

Physical Address: _____

Email: _____

17. **Arbitration**

17.1 Any dispute arising from or in connection with these Terms will be finally resolved by arbitration.

17.2 The arbitration will be conducted in accordance with the latest available Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators as appointed in accordance with such Rules.

17.3 The place of the arbitration will be London, England.

18. **General**

- 18.1 These Terms will be governed by and construed in accordance with the United Kingdom.
- 18.2 These Terms contains the whole agreement amongst the parties in regard to its subject matter.
- 18.3 No party may cede or assign its rights under These Terms without the prior written consent of the other parties.
- 18.4 Subject to the right of the Company to amend these Terms in terms of clause 2, no other amendment or consensual cancellation of these Terms or any clause herein will have any force or effect unless reduced to writing.
- 18.5 No failure by any party to enforce any term of These Terms will constitute a waiver of such term or affect in any way such party's right to require the performance of such term at any time in the future, nor will a waiver of a subsequent breach nullify the effectiveness of the term itself.
- 18.6 If any part of These Terms is for any reason whatsoever, including a decision by any court, any legislation or any other requirement having the force of law, declared or becomes unenforceable, invalid or illegal, it will be severable from the rest of These Terms, which will continue to be binding on the parties.
- 18.7 The Supplier confirms that it is acting as principal in its own right and not as agent for any other person.