



**Compound Feed Engineering Limited (“CFE Group”)
General Conditions of Sale and Supply of Engineering Services and Products**

Compound Feed Engineering Limited t/a CFE Group is a Limited Liability Company registered in the united Kingdom. The registered office of the Company is Haydock Lane, Haydock Lane Industrial Estate, Merseyside WA11 9UY. Company Registration Number is 03600590

1. Preamble

- 1.1 These General Conditions shall apply to all contracts entered into by Compound Feed Engineering Limited trading as CFE Group (hereinafter referred to as "CFE Group") in respect of products and the provision of services.
- 1.2 When the General Conditions apply to a specific contract, modifications of, or deviations from them must be agreed in writing by authorised representatives of CFE Group and the Customer .

2. Definitions

- 2.1 Contract means a legally binding agreement between CFE Group and the customer for the sale of products and services and which shall include any tender quotations or agreement provided by CFE Group to the customer and any order together with these General Conditions.
- 2.2 Customer means the person, company or body to whom CFE Group provides Services and Products pursuant to a Contract.
- 2.3 Deliverables is that part of the service that consists of written advice, reports, results, designs, pictures or graphics of any form.
- 2.4 Order means any order accepted by CFE Group from the customer for the provision of the Services and the sale of products.
- 2.5 Product means the object(s) to be supplied to the customer pursuant to the contract.
- 2.6 Service means services of engineering, advice and/or design services (with or without input from the customer) or other professional services in connection therewith supplied to the customer pursuant to the contract

3. Customer acknowledgement

- 3.1 The Customer acknowledges;
 - 3.1.1 That the Customer shall be responsible for and shall take all necessary precautions to secure the safety of all personnel of CFE Group, its agents, representatives or subcontractors who have occasion in connection with the provision of the Services and the supply of the Products to visit any premises owned or made available by the Customer.
 - 3.1.2 Any advice or recommendations given by CFE Group or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Products and the Services which is not confirmed in writing by CFE Group is followed or acted upon entirely at the Customer's own risk, and accordingly CFE Group shall not be liable for any such advice or recommendations which is not so confirmed.
 - 3.1.3 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by CFE Group shall be subject to correction without any liability on the part of CFE Group.

4. Drawings and Descriptions

- 4.1 All drawing and technical documents relating to the Services and the products or their manufacture submitted by one party to the other, prior to or subsequent to the formation of the contract shall remain the property of the submitting party.
- 4.2 Drawings, technical documents or other technical information received by one party shall not, without the consent of the submitting party be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party.
- 4.3 CFE Group reserves the right to make any changes in the specification of the products or services which are required to conform with any applicable statutory or EU requirements or, where the products or services are to be supplied to the Customer's specifications which do not materially affect their quality or performance.

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4.4 No order may be cancelled by the Customer except with the agreement in writing of CFE Group and on terms that the customer shall indemnify CFE Group in full against all loss, costs (including the cost of all labour and materials used), damages, charges and expenses incurred by CFE Group as a result of cancellations.

5. Time for Delivery and Consequences of Delay

5.1 If the parties, instead of specifying the date for delivery, have specified a period of time on the expiry of which delivery shall take place, such period shall start to run as soon as all of the following have occurred:

5.1.1 the contract is entered into

5.1.2 all official formalities necessary to allow for the contract to be completed have been completed

5.1.3 payment due at the formation of the contract have been made

5.1.4 any agreed securities have been given; and

5.1.5 any other preconditions stipulated in writing have been fulfilled

5.2. Any dates quoted for delivery of the products and services are approximate only and CFE Group shall not be liable for any delay in delivery of products or services however caused. Time for delivery shall not be the essence of the contract unless previously agreed by CFE Group in writing.

6. Charges and Payment

6.1 The Customer shall pay, subject to any special terms agreed, CFE Group's standard charges and any additional sums which are agreed between CFE and the Customer for the provision of the Services or which, at CFE Group's sole discretion, are required as a result of the Customer's instructions, the inaccuracy of any information provided by the Customer or any other cause attributable to the customer.

6.2 The price for the Products and Services shall be CFE Group's quoted price.

6.3 All prices quoted in quotations or tenders are valid for 30 days only, after which time they may be altered by CFE Group without giving notice to the customer.

6.4 In addition CFE Group reserves the right to vary its standard charges and prices

6.5 In relation to Products, by giving written notice to the Customer at any time before the delivery, to increase the price of the Products to reflect any increase in the cost to CFE which is due to any factor beyond the control of CFE Group (such as, without limitation, any foreign exchange fluctuation, currency regulation, altering of duties, significant increase in the costs of labour, materials, or other costs of manufacture), any change in delivery dates, quantities or specifications for the Products which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give CFE Group adequate information or instructions.

6.6 All charges and prices quoted to the Customer for the provision of the Services and the Supply of Products are exclusive of any Value Added Tax, for which the Customer shall be additionally liable at the applicable rates from time to time.

6.7 The Customer shall, unless CFE Group has expressly agreed to credit terms pay cash in full with each order.

6.8 If CFE Group allows the Customer credit it shall be on the basis that the Customer shall pay all invoices (without any deduction) on or before 30 days after the invoice date and CFE Group shall be entitled to recover the price, notwithstanding that the delivery may not have taken place and the property in the Products or Deliverable has not passed to the Customer. The time of payment of the price shall be the essence of the Contract. Receipts for payment will only be issued on request

6.9 CFE Group reserves the right to levy an interest charge on overdue accounts. The rate applicable will be based on applicable overdraft rates at the time.

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7. Retention of Title

- 7.1 All products and deliverables shall remain the property of CFE Group until paid for in full to the extent that such retention of title is valid under the applicable law.
- 7.2 The customer shall at the request of CFE assist him in taking any measures necessary to protect CFE Group's title to the Products and Deliverables in the country concerned.
- 7.3 Until such time as the property in the Products and Deliverables passes to the Customer, the customer shall hold the Products and Deliverables as CFE Group's fiduciary agent an bailee, and shall keep the Products and Deliverables separate from those of the Customer and third parties and properly stored, protected and insured and identified as CFE Group's property, but the customer may resell or use the Products in the ordinary course of its business.
- 7.4 Until such time as the property in the Products and Deliverables passes to the Customer and provided the Products and Deliverables are still in existence and have not in the case of Products been resold, CFE Group may at any time require the customer to deliver the Products and Deliverable are stored and repossess the Products and Deliverables.
- 7.5 The Customer shall not be able to pledge or in any way charge by way of security for any indebtedness any of the Products or Deliverables which remain the property of CFE Group, but if the Customer does so all monies owing by the Customer to CFE Group shall (without limiting any other right or remedy of CFE Group) forthwith become due and payable.

8. Warranty and Liability

- 8.1 CFE Group undertakes to use reasonable skill and care in the provision of the Service in accordance with the Contract.
- 8.2 CFE Group shall remedy any defect or non-conformity resulting from faulty design, materials or workmanship in respect of the Products.
- 8.3 In the event that the Customer proves to the reasonable satisfaction of CFE Group that CFE Group has failed to use reasonable skill and care in the provision of the Services CFE Group shall, if requested to do so by the customer, perform the Services to the required standard.
- 8.4 CFE Group shall have no liability for:
 - 8.4.1 Defects in any part of a product for more than 6 months from the beginning of any agreement
 - 8.4.2 For any loss, damage, costs, expenses or other claims for compensation arising from any material or instruction supplied by the Customer which is incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from its late arrival or non-arrival, or any other fault of the Customer;
 - 8.4.3 Unless (in the case of Services) full details of the alleged breach or defect have been provided to CFE Group not later than 6 months after the supply of the relevant Services the Customer acknowledges that it will (prior to making any claim against CFE Group for breach of the Contract in respect of Services) notify CFE Group in writing of the alleged breach and provide CFE Group with a reasonable opportunity to rectify the breach);
 - 8.4.4 Defects arising out of materials provided, or a design stipulated by the Customer.
 - 8.4.5 Defects in the Products arising from any drawings, designs or specification supplied by the Customer;
 - 8.4.6 Defects arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow CFE Group's instructions, misuse or alteration or repair of the Products without CFE Group's approval
 - 8.4.7 The Products and Services if the total price has not been paid by the due date for payment and;
 - 8.4.8 Parts, materials or equipment not manufactured by CFE, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to CFE Group
- 8.5 CFE Group's liability in respect of Defects is limited to the Defects which appear within a period of 6

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months from delivery of the Products. If the daily use of the Products exceeds that which is agreed in the Contract or for which the Product is designed, this period shall be reduced proportionately.

8.6 When a defect in a part of the product has been remedied, CFE shall be liable for defects in the repaired or replaced parts under the same terms and conditions of those applicable to the original product for a period of 6 months.

- 8.7 In respect of all Defects discovered by the Customer;
- 8.7.1 The Customer shall, without undue delay notify CFE Group in writing of any Defect which appears. Such notice shall contain a description of the defect and shall under no circumstances be given later than two weeks after the expiry of the period given in clause 8.5
- 8.7.2 If the Customer fails to notify CFE Group in writing of a defect within the time limits set out in Clause 8.7.1 it loses its right to have the defect remedied.
- 8.7.3 Where the defect is such that it may cause damage, the Customer shall immediately inform CFE Group in writing and the Customer shall bear the risk of damage resulting from its failure to notify.
- 8.8 On receipt of the notice under 8.7;
- 8.8.1 CFE Group shall remedy the defect without undue delay and at its own cost as stipulated in this Clause 8.
- 8.8.2 Repair shall be carried out at the place where the Product is located unless CFE Group deems it appropriate that the defective part or the product is returned to it for repair or replacement.
- 8.8.3 CFE Group is obliged to carry out dismantling and re-installation of the part if this requires special knowledge but if such special knowledge is not required, CFE Group has fulfilled its obligations in respect of the Defect when it delivers to the Customer a duly repaired or replaced part
- 8.9 If the Customer has given such notice as mentioned in Clause 8.7 and no defect is found for which CFE Group is liable, CFE Group shall be entitled to compensation for the costs it has incurred as a result of the notice
- 8.10 The Customer shall at his own expense arrange for any dismantling and reassembly of equipment other than the Product, to the extent that this is necessary to remedy the defect.
- 8.11 Unless otherwise agreed, necessary transport of the Product and /or parts thereof to and from CFE Group in connection with the remedying of Defects for which CFE Group is liable shall be at the risk and expense of CFE Group and the Customer shall follow CFE Group's instructions regarding such transport
- 8.12 Unless otherwise agreed, the Customer shall bear any additional costs which CFE Group incurs for repair, dismantling, installation and transport as a result of the Product being located in a place other than the destination stated in the Contract or, if no destination is stated, the place of delivery.
- 8.13 Defective parts which have been replaced shall be made available to CFE Group and shall remain its property.
- 8.14 If within a *reasonable* timeframe CFE Group does not fulfill its obligations under Clause 8.8;
- 8.14.1 the Customer may by notice in writing fix a final time for completion of CFE Group's obligations.
- 8.14.2 If CFE Group fails to fulfill its obligations within such final time, the Customer may himself undertake or employ a third party to undertake necessary remedial works at the risk and expense of CFE Group
- 8.14.3 Where successful remedial works have been undertaken by the Customer or a third party, reimbursement by CFE Group of the reasonable costs incurred by the Customer shall be in full settlement of CFE Group's liability for the said defect
- 8.15 Subject as expressly provided in the General Terms and Conditions all warranties, conditions or other terms implied by statute of current law are excluded to the fullest extent permitted by the law.
- 8.16 Except in respect of death or personal injury caused by CFE Group's negligence CFE shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the expressed terms of the contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation

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whatsoever (whether caused by the negligence of CFE Group, its employees or agents or otherwise) which arise out of or in connection with the supply of the Products or the provision of the Services or their use or resale by the Customer and the entire liability of CFE Group under or in connection with the Contract shall not exceed the price payable to CFE Group pursuant to the Contract.

9 Indemnity

The Customer acknowledges and shall indemnify and hold CFE Group harmless against:

- 9.1 any losses, claims, costs and expenses arising from a third party as a result of the use or disposal of Products
By the Customer;
- 9.2 any liabilities, losses, damages, claims, costs and expenses that CFE Group incurs as a result of any loss or damage to any property (including that of CFE Group) or injury to or death of any person (including and employees of CFE Group) that arises out of any act or omission (whether negligent or not) of the Customer, its employees, agents or sub-contractors in connection with the provision of the Service and supply of the Products; and
- 9.3 any liabilities, losses, damages, claims, costs and expenses that CFE Group may incur as a result of any use or application of or reliance placed upon the Services and/or the results or findings thereof and/or the Deliverables or in respect of the use of any equipment, plant, building construction or structure supplied, developed or built in connection therewith or as a result of the services or Deliverable by any third party and;
- 9.4 any liabilities, losses, damages, claims, costs and expenses that CFE Group may incur as a result from the use of a drawing, design or specification supplied by the Customer which infringes the patent, copyright, design, trademark or other industrial or intellectual property rights of any other person; and
- 9.5 if the products are to be manufactured or any process is to be applied to the Products by CFE Group in accordance with a specification submitted by the Customer all losses, damages, costs and expenses awarded against or incurred by CFE Group in connection with, or paid or agreed to be paid by CFE Group in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from CFE Group's use of the Customers specifications.

10 Intellectual Property

- 10.1 CFE Group shall retain control and ownership of all inventories, designs and copyrights, or other intellectual property owned, controlled or possessed by CFE Group prior to the Contract and shall retain ownership of all inventories, designs and copyrights, or other intellectual property arising from the supply of the Products, the performance of the Services or in respect of the Deliverables, or in respect of any uses and any applications or uses thereof or any processes in relation to such applications or uses and shall be entitled to apply for and obtain in CFE Group's own name Letters, Patent, Design Rights or any other protection relating thereto without reference to the customer.
- 10.2 The Customer warrants that use by CFE Group of all information and data supplied by or on behalf of the Customer shall not cause CFE Group to infringe any patent, registered design, trademark, copyright design rights or similar right protected by law.

11 Termination

With the exception of individually negotiated contractual agreements, within which termination, expiry and renewal clauses are detailed the following applies;

- 11.1 Either party may (without limiting any other remedy) at any time terminate the Contract without any liability to the other party by giving written notice to the other if the other party commits any breach of the Contract and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so. CFE Group may (without limiting any other remedy) at any time terminate the Contract or suspend any further deliveries under the Contract without any liability to the Customer by giving written notice to the Customer if;

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- 11.2 The Customer makes a voluntary arrangement with its creditors or (being an individual or firm), becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the amalgamation or reconstruction)
- 11.3 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer
- 11.4 The Customer ceases, or threatens to cease, to carry on business, or
- 11.5 CFE Group reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 11.6 Further, if the contract is terminated, suspended or cancelled then if the Products have been delivered or Services provided but not paid for, the price/charge shall become immediately due and payable notwithstanding any previous agreement to the contrary
- 11.7 Any termination of the contract shall not affect any rights either party may have in respect of any pre-existing breach of contract

12 Force Majeure

- 12.1 Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: industrial disputes and any other circumstances beyond the control of the parties such as fire, war, act of God, riot, rebellion, sabotage, disorder, explosion, abnormal weather conditions, flood, tempest, government action, office strikes, lockouts, acts, restrictions, regulations, prohibitions or byelaws of any kind, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, shortages of raw materials or fuel, shortage of labour, breakdown or partial failure of plant, machinery or apparatus including computer equipment or software and defects or delays in deliveries by sub-contractors caused by any such circumstances referred to in this Clause 13 (being circumstances of "Force Majeure")
- 12.2 Circumstances referred to in this Clause whether occurring prior to or after formation of the Contract shall give a right to suspension only if its effects on the performance of the Contract could not be foreseen at the time of the formation of the Contract. Further, the time for carrying out the Services shall be extended for a reasonable period having regard to the effect of the delaying cause thereon.
- 12.3 The party claiming to be affected by Force Majeure shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance.
- 12.4 If Force Majeure prevents the Customer from fulfilling his obligations, he shall compensate CFE Group for expenses incurred in securing and protecting the Product.
- 12.5 Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the Contract by notice in writing to the other party if performance of the contract is suspended under this clause for more than three months.

13 General

- 13.1 CFE Group may at its discretion sub-contract the performance of any part of the Services
- 13.2 The headings in these general conditions are for convenience only and shall not affect their interpretation

14 Disputes and Applicable Law

- 14.1 All disputes arising out of or in connection with the contract shall be finally settled under the Rules or Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.
- 14.2 The contract shall be governed by Irish law in respect of Compound Feed Engineering Limited (incorporated in Ireland) and by English law in respect of Compound Feed Engineering Limited (incorporated in England).

15 Third Party Rights

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15.1 No third party shall have any rights to enforce or rely on any provisions of the Contract or these General Conditions which does or may confer any right or benefit on any third party directly or indirectly, expressed or impliedly and hence no third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999.

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