

TERMS AND CONDITIONS OF PURCHASE CONTRACT

1. The 'Supplier'

2. Scalzo Trading Company Pty Ltd, 156-174 Kensington Road, West Melbourne, 3003, Australia ('Buyer')

In addition the terms and conditions contained on the front page of the Purchase Contract THE PARTIES AGREE as follows:

3. Each time you accept a Purchase Contract from us (whether in writing, by email, verbally or by delivery) you agree to be bound by these terms and conditions. These Terms and Conditions supersede any other written or verbal agreement between the parties and any other terms or conditions referred to in any credit application, purchase order placed or other document produced by the Buyer.

4. Risk and title to the Goods shall pass to the Buyer on receipt of the Goods by the Buyer.

5. The Supplier must deliver the Goods in full and on time.

6. The Supplier warrants and represents that:

(a) the Goods will be of merchantable quality and fit for any purpose which is made known to it or for which the Goods are commonly supplied;

(b) the Goods are supplied in accordance with the Buyer's Master Specification;

(c) the Goods will be delivered with a Certificate of Analysis attached;

(d) it will comply with all applicable laws, regulations, relevant Australian Standards related to the supply of the Goods and that the Goods (Food Grade) will comply with all the Australia New Zealand Food Standards code, including but not limited to Standard 1.4.2 Maximum Residue Limits (Pesticides) available at <http://www.comlaw.gov.au/Current/F2013C00082>;

(e) it shall at its own expense and at all material times hold adequate insurance with a reputable insurer against all liabilities that might arise under this Contract including product liability, public liability and product recall insurance policies and that the Supplier shall at all times abide by the terms of those policies. The Buyer reserves the right to specify the minimum amount of cover it requires in respect of such policies, to inspect the policies and to sight evidence of payment of the relevant premiums.

(f) it has honestly and comprehensively completed the Supplier Questionnaire provided by the Buyer to the Supplier, including but not limited to the ethical standards section in the Supplier Questionnaire.

7. The Buyer may, without any liability to the Buyer or making any additional payment, cancel or amend a Purchase Order or change the location of the delivery site prior to the departure date with the agreement of the Supplier.

8. The Buyer may reject any Goods which do not comply with the terms and conditions of this Contract. Without prejudice to its other rights and remedies, the Buyer may at its absolute discretion, require the Supplier to re-supply any Goods rejected by the Buyer or obtain credit for the price payable for the rejected Goods. The Buyer will notify the Supplier if the Goods are rejected, in which case the Supplier may elect, at the Supplier's expense, to collect the batch or applicable Goods within 30 days or to have the applicable batch or Goods destroyed.

9. The Supplier indemnifies the Buyer on a full indemnity basis from and against any liability, loss, expense or demand arising from any breach of this Contract by the Supplier, its employees, agents or contractors or any negligent act or omission by the Supplier, its employees, agents or contractors.

10. If at any time the Supplier considers that it will be unable to meet the Buyer's estimated requirements or meet a Purchase Order it must immediately notify the Buyer. The Buyer has the right to make alternative arrangements for the purchase of the Goods at its absolute discretion and is not liable to the Supplier for any loss suffered by the Supplier as a result.

11. If either party is unable to perform in whole or in part any obligation under this contract by reason of any act of God, fire, flood, wind, explosion, power failure, war, embargo, act of government, strike (including dock and or shipping strike), lock-out, workers or civil commotion that party is relieved of that obligation under this Contract to the extent and for the period that it is so unable to perform and is not to be liable to the other party to this Contract in respect of such inability (Force Majeure). If a delay or failure by a party to perform its obligations due to Force Majeure exceeds 60 days either party may immediately terminate the Contract on providing written notice to the other party.

12. If a dispute arises the Parties must use their best endeavours to resolve it amicably and efficiently. If the dispute remains unresolved for a period of 10 days following the commencement of the dispute, each Party will designate a senior manager to review the issues which gave rise to the dispute and instruct that person to use every reasonable effort to resolve the matter expeditiously. If the dispute remains unresolved for a period of 30 days following the commencement of the dispute, the dispute shall be settled by mediation. The appointing and administering body of the mediator shall be the Institute of Arbitrators & Mediators Australia (IAMA). There shall be one mediator, the language of the mediation shall be English and the place of the mediation shall be Melbourne, Australia. If the dispute remains unresolved after mediation, the dispute shall be settled by arbitration in accordance with, and subject to, the UNCITRAL Arbitration Rules. The appointing and administering body of the arbitrator shall be the IAMA. There shall be one arbitrator, the language of the arbitration shall be English and the place of the arbitration shall be Melbourne, Australia.

13. This Contract, any documents referred to in it or attached to it contain the whole of the agreement between the parties and no understanding, arrangement or provision not expressly set forth in this Contract is binding upon the parties.

14. No alteration of any of the terms of this Contract is effective unless it is done expressly, in writing and signed by each of the parties.

15. The failure of either party at any time to enforce any of the terms or provisions of this Contract or to exercise any right under this Contract does not constitute a waiver of any such right or affect the party's privilege to enforce that right.

16. This Contract shall be governed by and construed in accordance with the laws of Victoria, but to the complete exclusion of the Contracts for the International Sale of Goods Convention.