

Rider: - International Sales

The following provisions shall apply in addendum to the standard Purple Mustard Terms & Conditions of Supply where a Purchaser is deemed to be outside the geographical territory of England, Northern Ireland, Scotland, Wales, Eire and the Channel Islands:

Where the Goods are supplied for export from the United Kingdom, if the provisions of this Rider are inconsistent with any other provision of the Purple Mustard Terms & Conditions, the provisions of this rider shall prevail.

(A) DEFINITIONS

Delivery Point: the Purchaser's Premises or such other location as the Purchaser specifies on any order and which has been accepted by the Company.

Expenses: any out-of-pocket costs incurred by the Company in fulfilling an Order, including (without limitation):

- I. postage, packaging, carriage, freight, and handling charges;
- II. insurance;
- III. currency conversion and banking charges applicable to the payment method used;
- IV. value added tax or any other applicable sales tax in the country in which the Purchaser is resident; and any customs, import or other duties charged in respect of the sale and importation of Goods into the country in which the Purchaser is resident or the Delivery Point is located.

a.2 The Company shall arrange delivery of the Goods in accordance with the Purchaser's instructions and the provisions of our terms and conditions, provided that the Purchaser shall be liable to pay for all Expenses incurred by the Company in complying with such instructions. Such Expenses shall be included on the Invoice for the relevant Goods.

(B) IMPORT AND EXPORT LICENCES

b.1 The Purchaser is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as are required from time to time and, if required by the Company, the Purchaser shall

make those licences and consents available to the Company prior to the relevant shipment.

b.2 All amounts of money referred to in this agreement shall be interpreted as being amounts exclusive of value added tax, any similar sales tax or any tax that replaces such sales taxes. Any such tax payable in relation to any such amounts shall be paid in addition to those amounts. If the Purchaser is required under any applicable law to withhold or deduct any amount from the payments due to the Company, the Purchaser shall increase the sum it pays to the Company by the amount necessary to leave the Company with an amount equal to the sum it would have received if no such withholdings or deductions had been made. VAT may be zero rated for export to EU countries if Purchaser produces valid EU VAT number.

b.3 The Purchaser shall make all payments due under this agreement without any deduction by way of set-off, counterclaim, discount or otherwise unless the Purchaser has a valid court order from a court in England and Wales requiring an amount equal to or more than such deduction to be paid to the Company by the Purchaser, or unless such rights relied on cannot be excluded by the law of England and Wales or the insolvency laws of the jurisdiction in which the Purchaser is resident.

(C) GENERAL

c.1 The Purchaser shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon and agrees to indemnify the Company in respect of all liability in this regard whatsoever.

c.2 The Purchaser shall be responsible for arranging for testing and inspection of the Goods at the Company's premises before shipment. The Company shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and

which are made after shipment, or in respect of any damage during transit.

c.3 Payment of all amounts due to the Seller shall be made as agreed by the Buyer and the Seller before delivery.

(D) RESALE

The Purchaser shall only be permitted to resell the Goods to third parties with the express written consent of the Company (such consent not to be unreasonably withheld) in allowing resale in certain countries, the Company does not consent to the exhaustion of its trade mark rights in the EU and all Intellectual Property rights asserted in clause 17 of the main Terms and Conditions shall remain in full force and effect.

d.1 The Purchaser shall not repackage the Goods and/or remove any copyright notices, confidential or proprietary legends or identification from the Goods save for any removal which is a necessary result of a manufacturing process of which the Company has been previously notified in writing by the Purchaser.

(E) LAW AND JURISDICTION

e.1 This agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to this agreement. The international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (**Incoterms**) shall apply but where they conflict with this agreement, this agreement shall prevail.

e.2 Subject to clause e.3, the parties submit to the exclusive jurisdiction of the courts of England and Wales and agree that process may be served on either of them in the manner specified for notices in clause 20

e.3 Nothing in this clause (e) shall limit the right of the Company to take proceedings against the Purchaser in

any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

e.4 It is the Purchaser's obligation to acquaint itself and to comply with all applicable requirements and restrictions imposed by law or by governmental and other authorities or corporations relating to the possession, use, import, export, or resale of the Goods. It is the Purchaser's obligation to ensure that no Goods are exported or imported in violation of the laws of any jurisdiction into or through which the Goods are transported during the course of reaching the Delivery Point. Where necessary, the Purchaser shall inform the Company at a reasonable time before delivery of any documents which it is necessary for the Company to provide in order to allow export of the Goods in compliance with the laws of any relevant jurisdiction.

e.5 The rights set out in this clause (e) are in addition to any other manner of service permitted by law at the time when service is made.

Signed [Director/Officer]

For and on behalf of

Company Name:

Company Reg. No:

[Name of Director/Officer -

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DATED:

Signed by [R Millward]

for and on behalf of Purple

Mustard Limited

Director

DATED: