

PURCHASE ORDER TERMS AND CONDITIONS

All invoices must be submitted by the vendor within 6 months from the delivery date/ GRN date (whichever is earlier). CLIFTON GLOBAL TRADING LLC (CGT) shall not be liable to process any invoices that are received after such time. To ensure Tax compliance Invoice must be submitted signed and stamped, or in case of Computer generated must mention: "This is a Computer-generated Invoice and does not need a Signature or Stamp "

General Terms and Conditions (Goods)

QUALITY

Supplier shall deliver goods confirming to CLIFTON GLOBAL TRADING LLC(CGT 's) specifications. Except as otherwise provided by this Purchase Order (PO) all expenses relating to packing and delivery of goods to CGT shall be borne by the Supplier. Supplier guarantees that all packaging materials comprised in the goods are free from foreign and/or obnoxious odor, foreign matter and/or ingredients harmful to CGT 's products. Goods are subject to CGT 's inspection on arrival at destination. The property in the goods shall not transfer until acceptance by CGT and until such time shall remain at Supplier's risk as to loss or damage for any reason whatsoever. Delivery of goods shall not be considered as acceptance of goods. All goods not fully up to CGT 's specifications will be rejected. In such event, CGT shall have the option to decide whether such rejected goods would be replaced, or CGT shall deduct the total value of the rejected goods from the payments due to Supplier. Replacement if required shall be made at the Suppliers expense as speedily as possible as and in any event no later than 7 days or as mutually agreed between the parties from the Supplier receiving notice from CGT . Supplier shall at its own expense immediately withdraw rejected goods from the premises of CGT unless Supplier specifically requests for temporary storage, which shall be at the expense and risk of Supplier. CGT reserves the right to charge storage fees for rejected goods not collected. Supplier may not substitute goods with another and/or change material combination without the prior written agreement of CGT . In case of machinery or item requiring installation, the Supplier shall install to the agreed drawing and specification.

WARRANTY

Supplier warrants the goods as genuine and confirming to agreed specifications, of very good quality, free from defects, whether patent or latent, in material or workmanship. For machinery and equipment, Supplier in addition to the implied warranties provided for by law, will guarantee its performance and service.

QUANTITY TOLERANCE

Unless expressly agreed in writing in advance of the event, any deviation in quantities will not be accepted. For locally and internationally produced raw and packaging materials and goods for CGT exclusively, having non-standard pack size or multistage production process, or direct agricultural products, CGT 's maximum tolerance is $\pm 10\%$ or as specified within the PO.

STORAGE & SHIPMENT

Storage shall be in a dry, clean place, away from direct sunlight and must be bird, insect and rodent proof. Shipment shall be in clean, dry vehicles/containers. If open deck transports are used, coverings and tarpaulins must be fixed over and under the load prior to vehicle's departure from loading point and remain in place until discharged.

FOOD REGULATIONS

Supplier guarantees that as of date of shipment, goods supplied confirm to all UAE regulations covering food products, their additives and packing materials, unless otherwise stated. In case of imported products or ingredients, they must be fit for human consumption, having 75% shelf life at the time of receipt in UAE, free from Haram animals or products, each pack or carton to declare "Halal" and indicate manufacturing / expiry dates in the format of dd/mm/yyyy. Each supply must accompany Certificate of Analysis. For processing equipment and spare parts likely to come in contact with food, supplier will assure to comply with US FDA CFR Title 21 subsections applicable to goods ordered through Purchase Order. Supplier will also certify that Phthalates and substances of very high concern (SVHC) according to REACII Regulation of EC must not be intentionally used for materials in contact with food supplied to CGT .

PACKING & GOODS IDENTIFICATION

Unless stated to the contrary on the face of this Purchase Order, all parcels delivered must be properly packed to withstand rough handling, easily stackable and clearly marked with goods name, quantity in parcel, Supplier's name, batch code, with manufacturing and the expiry dates in the format of dd/mm/yyyy.

DELIVERY DOCUMENTS

All delivery documents, way bills, certificate of Analysis, MTCs, delivery orders etc. must show this Purchase order number in addition to description of goods.

DELIVERY TIME

Orders not delivered by due date stated herein or as specified by CGT in related documents, may be cancelled at CGT 's discretion

ACCEPTANCE OF DELIVERY

Delivery to CGT shall constitute actual acceptance only after thorough inspection and approval of the goods. Goods are received at CGT 's premises designated by CGT and intimated to Supplier in writing from time to time between (9:00 AM to 03:00 PM on working days).

INDEMNITY

The Supplier shall indemnify CGT in respect of the claims, suits, complaints raised by third parties, person, companies, firms, authorities. Government Departments, etc. in terms of good, services provided under the Purchase Order

INVOICE / SHIPPING DOCUMENTS

Invoicing by the Supplier shall cover only those goods / services that are supplied to and accepted by the CGT . Commercial invoice shall always indicate itemized breakdown of quantities and corresponding values of all goods that are shipped to CGT and show this Purchase Order number. In case, the actual freight charges vary from the estimate's charges indicated on the Performa or invoice, the actual freight shall be charged and same to appear on the commercial invoice. All financial settlement, reports and billings rendered by the Supplier to CGT shall, in reasonable detail, accurately and fairly reflect the facts about all activities and transactions handled for the account of CGT . If partial shipments are made for convenience of the Supplier, additional transportation charges shall be for the Supplier's account.

CONFLICT OF INTEREST

Supplier shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with CGT 's best interests. This obligation shall apply to the activities of the employees and agents of the Supplier in their relations with the employees and their families, of CGT , vendors, subcontractors and third parties arising from Purchase Order and accomplishing services hereunder. Supplier's efforts shall include but not limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CGT 's best interest.

INTELLECTUAL PROPERTY RIGHTS

Supplier guarantees that goods supplied do not infringe on any intellectual property rights of any party including but limited to any patent, trademark and brand name registered or enforceable in UAE and shall indemnify CGT against any liability or damages, arising from intellectual property right infringement and shall defend any action brought about against CGT for any such claim for liability and/or damages. All intellectual property produced or created pursuant to, in consideration of, or because of this Purchase Order, are and shall remain the sole property of CGT . The Supplier shall claim no right to such intellectual property.

PURCHASE ORDER TERMS AND CONDITIONS

GENERAL TERMS AND CONDITION (SERVICES)

MANNER OF PERFORMANCE

Supplier undertakes to perform his/its obligations herein contracted for pursuant to his/its own manner and method, free from control and direction of CGT, in all matters connected with the performance of such obligations, except as to the results thereof.

COORDINATION

Supplier shall always make himself/herself available for coordination meetings with CGT's designated representative to ensure completion of work within the period specified in the Purchase Order, without prejudice to Supplier's control his/its methods of accomplishing the services subject of Purchase Order and shall deliver the same to CGT upon request or upon completion or termination of Purchase Order.

MATERIAL

Any material which CGT may deliver or may come to Supplier's possession in relation to Purchase Order, shall be exclusive property of CGT. Supplier shall exclusively use the same to perform his/its obligations under this Purchase Order and shall deliver the same to CGT upon request or upon completion or termination of this Purchase Order.

LIABILITY FOR DAMAGES

TO THIRD PERSONS CGT shall not be liable for any personal injury or property damage suffered by the employees and/or any subcontractor of Supplier in the performance of Supplier's obligations under this Purchase Order. Supplier holds CGT free and harmless from any claims arising from any personal injury and property damage suffered or alleged to be suffered by any person in the course of Supplier's performance of its obligations under this Purchase Order. For this purpose, Supplier shall at its own expense obtain any insurance policy to cover his/its operations against all risks, including, but not limited to life, injury, third party liability, health and medical expenses, during the substances of this Purchase Order.

EMPLOYER-EMPLOYEE RELATIONSHIP

It is understood that the relationship between the Supplier and CGT is that of an independent contractor. There shall neither be any employer-employee relationship between Supplier and CGT nor between CGT and the employees and/or subcontractors if any of Supplier. In no case shall Supplier and/or his employees and/or subcontractors, if any, be deemed or considered in any respect as employees or agents of CGT. Consequently, Supplier shall be exclusively responsible for the salaries, wages and/or fees including overtime and other legal benefits of its employees and/or subcontractors, if any, and shall hold CGT free and harmless from any claims made by Supplier's employees and/or any subcontractor, for compensation, separation pay, medical expenses, and any other remuneration, benefits and privileges, whether proven or alleged, made before any judicial or any such body, and this duty to hold free and harmless shall include reimbursement of reasonable attorney's fees and other expenses incurred by CGT in defending against such claims.

GENERAL TERMS AND CONDITIONS (APPLICABLE TO GOODS AND SERVICES)

SUPPLIER'S PERFORMANCE

Supplier shall maintain the service performance levels and/or standards separately set by CGT, failing which Supplier shall be in breach of this Purchase Order CO-PACKING CGT has the right, without any obligation, to deliver any of Supplier's material for reprocessing, repacking or producing any of CGT's products or ingredients by any of their contractors or manufacturers but will not sell to supplier's competitor.

RIGHT TO SOURCE FROM OTHER SELLERS

In the event of Supplier's failure to deliver or non-compliance with the terms and conditions under this Purchase Order, CGT may purchase goods or secure the services from other Suppliers. If CGT is compelled to source the goods/services at a higher price

due to Supplier's failure to supply the goods or render the services for any reason whatsoever (e.g. delay, inventory, shortage, force majeure, etc.), the additional costs may be charged to Supplier, together with compensation for all damages suffered by CGT on account of Supplier's breach, provided that in the case of purchase of goods. CGT called for delivery of goods within his lead-time herein agreed upon, if any.

PENALTY CLAUSE

If supplier fails to deliver the goods as agreed, or supplier fails to comply with the terms and conditions of this Purchase Order. CGT may, at its discretion, recover an amount equivalent to 15% of the total cost or consideration under this Purchase order as penalty, without Prejudice to any other claim for actual and other forms of damages, which CGT may be entitled to under the law.

ASSIGNMENT OF CREDIT

Supplier shall neither assign nor pledge to a third party any sum or benefit due from CGT without its prior specific, written consent.

GENERAL APPLICABILITY OF SECURITY

Any security or collateral that Supplier submits or obtains to secure Supplier's due performance of its obligations under the Contracts / Purchase order, may apply against any other unpaid obligations that supplier may have to CGT, under any other past, present, or future contract / agreement purchase order that Supplier may have with CGT.

CROSS DEFAULT CLAUSE

If, aside from this Contract / Purchase order, Supplier has entered in the future will enter into other contract/ agreement with CGT or with CGT's subsidiaries and/or affiliates. Supplier hereby warrants and undertake that he / it will comply with all of his /its obligations under the said contracts / agreement failure on the part of Supplier. To comply with his /its obligations under such contracts / agreement with CGT and/or with any of its subsidiaries and/or affiliates shall constitute defaults or violation under this Contract / Purchase order. Conversely, any such default or violation by Supplier under this Contract / Purchase order shall constitute default or violation of the other contract / agreement with CGT or its subsidiaries and/or affiliates. In both instances, CGT shall have the absolute right to terminate all such existing contracts / agreements, including this Contract / Purchase order, on the ground of defaults or violation as herein provided.

AUTHORITY TO APPLY PAYMENTS Any amount or receivable due from CGT in favor of Supplier under this Contract / Purchase Order may be applied by CGT to any unsettled claim against and/or unpaid account of Supplier under the Contract / Purchase Order or any other contract / agreement between CGT and Supplier and/or under any other contract / agreement between Supplier and any of CGT's subsidiaries and/or affiliates. For this purpose Supplier hereby grants unto CGT the absolute and irrevocable power and authority to apply any amount due to Supplier under this Contract / Purchase Order to any unsettled claim to CGT or unpaid account of Supplier under this Contract / Purchase Order or any other contract / agreement CGT and Supplier, and/or under any other contract / agreement between Supplier and any of CGT's subsidiaries and/or affiliates.

CLIFTON GLOBAL TRADING LLC CORPORATE BUSINESS PRINCIPLES

Supplier hereby subscribes to CLIFTON GLOBAL TRADING LLC corporate Business Principles and will comply with all laws and regulation applicable in the countries it operates including without limitation, local and national laws and regulation as well as applicable international treaties. CGT or its authorized representative may conduct inspection of supplier facilities. The principle can be viewed on <http://www.cliftongt.com>. In the case you need to report any non-compliance please use the procedure defined at following link www.aquariumsena.com.

CONFIDENTIALITY

PURCHASE ORDER TERMS AND CONDITIONS

Supplier and his/its employees shall keep confidential any information or data about CGT or CGT's Business and affairs. This obligation survives the termination of this Contract / Purchase Order for any reason.

REMINDER

In case of non-receipt of payment as per agreed terms, please remind the duplicate copy of your Invoice and statement of accounts.

TAXES

Supplies warrant full settlement of any or all taxes, whether national or local, appurtenant to the Goods or Services covered by this Contract / Purchase Order. In case supplies are chargeable to sales tax, the commercial invoice should accompany sales tax invoice showing our sale tax registration number. CGT, while making payment for goods / services supplied, will deduct applicable income tax at source if valid exemption certificate is not provided along with Supplier's invoice.

UNDOCUMENTED ORDER

CGT shall not be obligated to pay for goods delivered or services rendered that are not covered by this Contract / Purchase Order. This Contract / Purchase Order contains all the agreement between parties and any addendum hereto shall have binding effect only when made in writing and signed by the authorized representative of both parties.

MODIFICATION

This Contract / Purchase Order can only be amended by mutual consent of the parties in writing. SAVING CLAUSE Should any provision of this Contract / Purchase Order be held or declared null and void, the remaining provisions of the Contract / Purchase Order shall remain in full force and effect.

NON-WAIVER OF RIGHTS CGT #s

failure or refusal to strictly exercise his rights under this Contract / Purchase Order shall not be construed as a waiver of such right and such right shall continue to subsist unless CGT through its authorized representative expressly waives if in writing.

VENUE OF COURT ACTION

This contract shall be governed and construed in accordance with UAE law and the supplier hereby submits to the Jurisdiction of the Courts of Law at Dubai, UAE only. The uniform law on the International Sale of Goods and the Formation of Contracts for the International Sale of Goods shall not apply to this contract.

FORCE MAJEURE

Neither Party here to shall be field responsible for any delay or failure to perform any of its entire obligation hereunder if such defaults it attributable to force majeure. The expression force majeure shall mean causes beyond the control of either party and shall include industrial disputes, power breakdown, break down in machinery fire, floods, weather conditions, mobilizations, war, insurrection, civil commotion or operations of law.

CONTRACT EXTENSION

Should the quantities covered by this contract are not Fully delivered at the end of the contract period, CGT shall have an option to extend the validity of this contract for the time of 30 days from the last date of the contract. After the end of the extension period. CGT shall not be responsible for the remaining stock available at the supplier's premises, which were manufactured against the contract.

TERMINATION

Either party can request this contract to be terminate. If a termination is to be taken, either party will give a minimum of 1 (one) months# notice in writing. However, CGT in its sole discretion, due to poor services and quality, may terminate this agreement forthwith by giving a notice in writing to the Supplier

OTHER TERMS

CLIFTON GLOBAL TRADING LLC reserves the right to conduct an audit through a competent auditor to evaluate supplier's system with reference to authenticity, quality, and legality and Food safety. A verification of traceability with mass / balance will be required prior to approval of supplier. Same verification will be required after every three years. If the approval of organization is based on a Supplier self-evaluation form, the same procedure of Supplier self-evaluation will be repeated after every three years. If Supplier Organization falls under the category of broker/trader traceability and source of consolidation place will be required to be disclosed.

GENERAL

INSTRUCTIONS AND CONDITIONS SET OUT IN THIS ORDER SHALL BE STRICTLY FOLLOWED, OTHERWISE SUCH FAILURE WILL RENDER THE ORDER NULL AND VOID BUT WITHOUT PREJUDICE BE TO CGT #S RIGHTS TO CLAIM DAMAGES AGAINST THE SUPPLIER FOR BREACH OF CONTRACT.

*"To raise any concerns regarding business ethics, safety, environmental performance, harassment or other possible breaches of compliance, please report on the independent "Speak out" hotline no: +97154 7161 866 or send an email at speakout@cliftongt.com. You may also write to c/o Speak Out; P O Box 354444; Dubai; UAE. **Confidentiality of complainant reporting through this forum will be strictly maintained.** " We thank you in advance for your faithful execution of, and diligent compliance with the Contract and Purchase order.*

Acknowledgment

Signed: _____

Agreed by:

Designation:

Company:

Date:

Stamp: