

STANDARD CONDITIONS OF SALE FOR ARLA FOODS LIMITED

1. GENERAL

(1) In these Conditions:

(a) "**Arla**" means Arla Foods Limited, a limited liability company incorporated in England (Company Number: 02143253) whose registered office is at Arla House, 4 Savannah Way, Leeds Valley Park, Leeds, LS10 1AB;

(b) "**Arla's Premises**" means the premises printed overleaf or such other premises confirmed in writing to the Customer from time to time;

(c) "**Business Day**" means a day (other than a Saturday, Sunday or public holiday) when banks generally are open for the transaction of normal banking business in London;

(d) "**Conditions**" means Arla's standard terms and conditions of sale set out in this document;

(e) "**Contract**" means the contract for the sale and purchase of Goods subject to these Conditions arising from the acceptance by Arla of the Customer's order for Goods;

(f) "**Customer**" means the person, firm or company whose order is accepted by Arla;

(g) "**duly authorised representative of Arla**" means a representative of Arla whose identity and authority to amend or vary the Contract has been expressly notified in writing by Arla to the Customer; and

(h) "**Goods**" means the goods (including any instalment of the goods) the subject of the Customer's order.

(2) All prices quoted by Arla are based upon these Conditions and reflect the limitations upon Arla's liability which they contain.

(3) All offers are accepted and all Goods are sold subject to and upon these Conditions. The Customer shall be deemed to have agreed to these Conditions in relation to all present and future dealings between the parties.

(4) No conditions of purchase proposed or stipulated by the Customer and no other terms, conditions, warranties, particulars, standards, criteria, specifications and other matters whether written or oral, express or implied shall form part of or be deemed to be incorporated into these Conditions and/or the Contract unless agreed in writing by a duly authorised representative of Arla.

(5) No agent or salesman of Arla has authority to give any guarantee or warranty on behalf of Arla or to transact business other than on the (unamended) terms of these Conditions.

(6) All previous representations are to be regarded as superseded by these Conditions and are not to be seen as forming part of the Contract unless confirmed in writing by a duly authorised representative of Arla, and the Customer acknowledges that it has not relied on and (save in the case of any fraudulent misrepresentation) waives any claim for breach of such representations which have not been so confirmed in writing.

(7) Words importing the singular shall unless the context otherwise requires include the plural and vice versa, words importing a gender shall include every gender and all references to persons shall include bodies corporate or unincorporate.

(8) The headings in these Conditions are for convenience only and shall not affect their interpretation.

(9) Any reference herein to a statutory provision shall include such provision as from time to time modified or re-enacted and shall include also any past statutory provisions (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced and shall include any orders regulations instruments or other subordinate legislation made under the relevant statute.

(10) Arla shall in its absolute discretion be entitled to carry out its obligations under the Contract through any agent or sub-contractor appointed by it from time to time for that purpose.

(11) Arla shall be entitled to assign in whole or part the benefit (subject to the burden) of the Contract and its rights under these Conditions to any third party. The Contract shall be personal to the Customer and may not be assigned without the prior written consent of Arla.

(12) No variation or waiver of any of the provisions of the Contract or these Conditions shall be binding unless contained in a single written instrument signed by duly authorised representatives of Arla and the Customer.

(13) No waiver or forbearance by either Arla or the Customer of a breach by the other of any of these Conditions shall be deemed to be a waiver of any subsequent breach of the same or any other Condition.

(14) All rights granted to Arla and the Customer under these Conditions shall be cumulative and no exercise by either Arla or the Customer of any of their rights under these Conditions shall restrict or prejudice their exercise of any other right granted by these Conditions or otherwise available to them.

(15) Any notice given by one party to the other under these Conditions shall be in writing and deemed served if left at or sent by recorded or registered post to Arla's Registered Office (as listed in Condition 1(1)) or the Customer's principal place of business (as appropriate) and any such notice shall be deemed to have been received on the date it was left at such address or forty eight hours after the date it was posted as the case may be.

(16) Without prejudice to Condition 1(11) a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term or condition of the Contract (including without limitation these Conditions) but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

2. LIMITS OF CONTRACT

(1) No binding contract is created until an order is accepted by Arla.

(2) No order which has been accepted by Arla may be cancelled by the Customer except with the agreement of Arla in writing and on terms that the Customer shall indemnify Arla in full against all loss (including loss of profit) costs (including the cost of all labour and materials used) damages charges and expenses incurred by Arla as a result of cancellation.

3. PRICE

(1) Where a quotation or tender has been submitted by Arla the specified price shall only remain open for acceptance by the Customer during the period stated on such quotation or tender.

(2) Any pre-agreed prices, whether set out in a quotation or tender or otherwise, shall at all times remain subject to change pursuant to this Condition 3 on written notice from a duly authorised representative of Arla.

(3) The price of the Goods shall be subject to the addition of Value Added Tax and other taxes (if any) and the cost of any special packaging required by the Customer.

(4) Any increase in costs or expenses arising from any act or omission or any special requirements of the Customer or any modifications made at the Customer's request may, at Arla's option, be charged to the Customer.

(5) Prices quoted are subject to revision for errors and omissions at any time without any liability on the part of Arla.

DELIVERY AND RISK

(1) Any time or date for the delivery of Goods given by Arla shall be taken as an estimate made by Arla in good faith but shall not be binding upon Arla either as a term of the Contract or otherwise. Time for despatch or delivery shall not be of the essence unless previously agreed in writing by a duly authorised representative of Arla. In no circumstances shall Arla be liable for any loss or damage sustained by the Customer in consequence of failure to despatch or deliver within such time or by such date or in consequence of any other delay in despatch or delivery however caused.

(2) Unless otherwise agreed in writing by a duly authorised representative of Arla the Goods shall be deemed to be delivered EXW at Arla's Premises (Incoterms® 2020 Rules).

(3) If the Customer collects the Goods from Arla, delivery shall be deemed to be made at Arla's Premises and the risk in the Goods shall pass to the Customer upon the Goods being loaded on to the delivery vehicle(s) at Arla's Premises.

(4) If Arla agrees to deliver the Goods to the Customer:

(a) delivery shall be made to the address stated on the order or any other address accepted by a duly authorised representative of Arla ("**Delivery Address**");

(b) the Customer shall provide Arla with safe and adequate access to the Delivery Address for delivery of the Goods;

(c) Arla shall be entitled to deliver the Goods to any person whom Arla reasonably believes has authority to accept delivery on behalf of the Customer; and

(d) the risk in the Goods shall pass to the Customer upon the Goods being unloaded at the Delivery Address.

(5) If Arla agrees to deliver the Goods and delivers the Goods in bulk containers:

(a) the Customer shall clearly indicate to the carrier effecting delivery the correct location silo or hopper into which the Goods are to be discharged or otherwise delivered. Arla shall not be liable for any losses damages costs or expenses if, through no fault of Arla, delivery is made to the wrong location silo or hopper;

(b) where Arla fails to deliver the Goods for any reason other than any cause beyond Arla's reasonable control or the Customer's fault and Arla is accordingly liable to the Customer Arla's liability shall be limited to the excess (if any) of the

cost to the Customer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods;

- (c) in the event of persistent material failure by Arla to deliver pursuant to calls-off under the Contract the Customer shall be entitled to terminate the Contract on three (3) days' written notice to Arla but shall have no other recourse against Arla for any loss or damage arising therefrom whatsoever; and
- (d) the Customer shall pay the demurrage rate (if any) specified in the Contract in the event that the unloading of the Goods is delayed by more than two (2) hours after the Goods have arrived at the Delivery Address (except where such delay is caused by Arla's breach of contract or negligence), and the Customer shall indemnify Arla against all losses costs damages and expenses incurred as a result of such delay.
- (6) In the event of non-delivery, or short, incorrect or over delivery, the Customer shall not be entitled to reject the Goods or to treat the Contract as repudiated. In such event, the Customer must inform Arla via e-mail (claims@arlafoods.com) at the time of delivery or as soon as possible thereafter (and in any event: (i) within two (2) Business Days of delivery at Arla's Premises; or (ii) by the end of the Business Day following the date of delivery at the Delivery Address) and provide Arla reasonable access to the Goods to correct any mistake in delivery.
- (7) The Customer must check and sign all delivery notes at the time of delivery and the signing of delivery notes or the provision of the Customer's own goods received notes to Arla will constitute acceptance of the Goods delivered within the meaning of Section 35 of the Sale of Goods Act 1979. The Customer waives its statutory rights under Section 35A of the Sale of Goods Act 1979.
- (8) Subject to Condition 16(4), the Customer must inform Arla of any quality issues related to the Goods at the time of delivery, or as soon as possible thereafter. All issues must be reported to Arla via e-mail (claims@arlafoods.com). Without prejudice to Conditions 4(6) and 4(7) the Customer shall be deemed to have accepted the Goods if the Customer has not provided Arla with written notice that it has rejected the Goods within forty eight (48) hours of delivery.
- (9) Arla shall not in any event be liable for any loss or damage to the Goods occurring after delivery to the Customer.
- (10) Arla may deliver the Goods in instalments and invoice the Customer as if each instalment comprised a separate contract upon the terms of these Conditions. Where the Goods are

delivered in instalments, each delivery shall constitute a separate contract and failure by Arla to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

- (11) Arla reserves the right to put the Goods, or any portion thereof, into storage at the Customer's risk and expense in the following cases, or in any other comparable circumstances:
 - (a) where the Goods are being prepared for despatch, or are ready to be despatched, and the Customer notifies Arla that the Customer is or will be unable to accept delivery of the Goods when tendered; or
 - (b) where the Customer fails to collect the Goods when ready; or
 - (c) where the Customer refuses without good cause to take delivery of the Goods or provide Arla with the information or instructions Arla requires in order to deliver the Goods.

5. SAMPLES AND DESCRIPTIONS

- (1) The tender of samples of the Goods to the Customer and their inspection by the Customer shall not render any sale a sale by sample.
- (2) Arla's brochures, catalogues, price lists and all descriptions of the Goods contained therein are merely indications of the kind of goods supplied by Arla and no particulars contained in any of them shall bind Arla unless otherwise expressly agreed in writing by a duly authorised representative of Arla.
- (3) Arla reserves the right to make reasonable alterations to the design, appearance, specification/recipe and/or the packaging of the Goods and its advertised information concerning such Goods from time to time. Where such alterations are, in the reasonable opinion of Arla, likely to be material, Arla shall give the Customer prior notice of such alterations.

6. PAYMENT AND CREDIT

- (1) Subject to any other terms of payment agreed in writing by a duly authorised representative of Arla, all accounts shall be paid in full without any deductions or set-off within seven (7) days from the date of invoice, time to be of the essence. If the Customer fails to pay such amount by that time the whole of the indebtedness of the Customer to Arla shall immediately be due and payable. Cheques and money orders shall be made payable to or to the order of Arla Foods Limited. Only Arla's official receipt will be treated as valid.

- (2) If the Customer tenders payment by a cheque which is not honoured for any reason the Customer shall indemnify and hold Arla harmless against any bank charges incurred by Arla in respect of such cheque and in any event Arla shall be entitled to charge the Customer the sum of £5 (or such other sum as Arla may notify to the Customer) as compensation for each such cheque Arla has to deal with, which amounts shall at the discretion of Arla either be added to the indebtedness of the Customer to Arla or payable by the Customer forthwith upon demand.
- (3) Unless the Customer specifies in writing, at the time a payment is made to Arla, to which account and/or invoice such payment is to be allocated, Arla may at its discretion allocate any such payment to any account or invoice relating to the Customer.
- (4) If Arla does not receive payment from the Customer by the due date Arla shall be entitled (without prejudice to any other right or remedy it may have) to:
 - (a) suspend all further deliveries of Goods until payment is received; and/or
 - (b) repudiate the Contract in which case Arla shall be entitled to sell any Goods comprised in the Contract still in its possession and the Customer shall indemnify Arla for any loss of profit occasioned thereby; and/or
 - (c) Arla shall be entitled to charge interest on the monies owing by the Customer to Arla at the statutory rate of interest payable on late payments from time to time under The Late Payment of Commercial Debts (Interest) Act 1998 calculated on a daily basis from the date of default until the date of payment of all overdue monies.
- (5) Notwithstanding Condition 6(1) Arla shall without prejudice to its other rights have the right by notice in writing to the Customer to vary any credit terms offered to the Customer and/or demand immediate payment of all monies due from the Customer to Arla for any Goods delivered at any time PROVIDED that in any event if the Customer ceases to purchase any Goods from Arla for any reason or Arla ceases to supply any Goods to the Customer for any reason the whole amount of any outstanding monies shall fall due for immediate payment.
- (6) The Customer shall indemnify and hold Arla harmless against all costs (including legal costs on a full indemnity basis) howsoever incurred by Arla in the course of recovering any monies not paid by the Customer for any reason on the due date.

7. DISCOUNTS AND SET-OFF

- (1) No retrospective/turnover discounts will be given to the Customer unless all monies due are paid in accordance with Condition 6.
- (2) Arla may (but is not obliged) at any time (without notice to the Customer) set off any liability of Arla to the Customer against any liability of the Customer to Arla (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency or its denomination) and may for such purpose convert or exchange any currency. Any exercise by Arla of its rights under this Condition shall be without prejudice to any other rights or remedies available to Arla under the Contract or otherwise.

8. PASSING OF PROPERTY

- (1) The Goods shall remain the sole and absolute property of Arla until such time as Arla shall have received in cash or cleared funds payment in full of the agreed price together with the full price of any other goods the subject of any other contract with Arla.
- (2) Subject to Condition 8(4), until such a time as the Customer becomes the owner of the Goods, the Customer acknowledges that it is in possession of the Goods solely as fiduciary agent and bailee for Arla and the Customer will properly store, protect and insure them and whenever reasonably possible keep them on its premises separately from the Customer's own goods or those of any other person and mark them in such a manner which makes them readily identifiable as the goods of Arla.
- (3) The Customer's right to possession of the Goods shall cease if it shall fail to pay to Arla on the due date any sum payable hereunder, or shall convene a meeting of its creditors, or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986, or if a proposal is made for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors or if the Customer shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or if a trustee, receiver or administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Customer, or if a petition is presented or a meeting is convened for the purpose of considering a resolution, or other steps are taken, for the winding up of the Customer, or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction) or if Arla reasonably believes that any of the foregoing events is likely to occur and informs the Customer accordingly.

(4) Subject to the terms hereof the Customer is licensed by Arla to deal with, sell or use the Goods in the ordinary course of its business, subject to the express condition that the Customer shall account to Arla for the entire proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds and shall hold all such proceeds thereof in trust for Arla and not mingle such proceeds with other monies or pay them into any overdrawn bank account and such proceeds shall be at all times identifiable as Arla's monies and in the case of tangible proceeds be properly stored protected and insured.

(5) If the Customer has not received the proceeds of any such sale it will, upon being called upon so to do by Arla, within seven (7) days thereof, assign to Arla all rights against the person or persons to whom the Customer has supplied the Goods.

(6) Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold) Arla shall be entitled at any time to require the Customer to deliver up the Goods to Arla and if the Customer fails to do so forthwith to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

(7) The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Arla but if the Customer does so all monies owing by the Customer to Arla shall (without prejudice to any other right or remedy of Arla) forthwith become due and payable.

9. SUSPENSION OR CANCELLATION OF DELIVERIES

If the Customer's right to possession of the Goods shall cease in accordance with Condition 8(3), Arla may, without prejudice to its other rights, demand immediate payment by the Customer of all unpaid amounts and suspend further deliveries and cancel all contracts between Arla and the Customer without any liability attaching to Arla in respect of such suspension or cancellation and debit the Customer with any loss sustained thereby.

10. CUSTOMER'S UNDERTAKING

(1) The Customer shall at all times comply with any instructions as to storage contained in Arla's specifications relating to the Goods or contained on the packaging or labels of the Goods and comply with all legislation relating to the Goods

(including without limitation the storage, packaging, labelling and supply of the Goods to its own customers) and shall not use or re-sell or otherwise supply or offer to supply to third parties any of the Goods after their "use by" or "best before" dates have expired.

(2) The Customer undertakes to indemnify, keep indemnified and hold harmless Arla against any liability, claim, damage, loss, cost or expense that Arla may incur arising out of the Customer's breach of this Condition 10.

11. INTELLECTUAL PROPERTY RIGHTS

(1) Subject to Condition 11(2) the Customer acknowledges that all patents, registered designs, design rights, copy rights, trademarks and any other or similar rights in the Goods (including their packaging) shall be and remain vested in Arla (vis á vis the Customer) and the Customer shall not use or sell the Goods in such a manner so as to infringe any rights of Arla or any third party.

(2) Where the Goods are supplied in any packaging or containers designed by the Customer or which are marked in accordance with the Customer's instructions/requests, the Customer warrants that such packaging, containers and markings will not infringe any third party's intellectual property rights.

(3) The Customer undertakes to indemnify, keep indemnified and hold harmless Arla against any liability, claim, damage, loss, cost, or expense that Arla may incur arising out of the Customer's breach of the warranty contained in Condition 11(2) and/or any other breach of this Condition 11.

12. FORCE MAJEURE

(1) If the performance of the Contract by Arla shall be delayed or prevented by any circumstances or conditions beyond the reasonable control of Arla including (but without prejudice to the generality of the foregoing) war, industrial dispute, strike, lock-out, riot, fire, storm, Act of God, epidemic, pandemic, accident, non-availability or shortage of materials or labour, any statute, rule, bye-law, order or requisition made or issued by any legislature, Government or Government Department, local or other duly constituted authority, then Arla shall without liability to the Customer have the right at its sole discretion either to suspend further performance of the Contract until such time as the cause of the delay or prevention shall no longer be present or to be discharged from further performance under the Contract.

(2) If Arla decides to discharge itself from further performance under the Contract due to an event

of force majeure, the Customer shall thereupon pay the Contract price less a reasonable allowance for what has not been performed by Arla.

13. SEVERANCE

- (1) While the restrictions and exclusions contained in these Conditions of the Customer's rights whether express or implied by common law, statute, custom of the trade, course of dealing or otherwise, are considered to be fair and reasonable having regard to the circumstances known to and in the contemplation of the parties at the date hereof, it is recognised that certain of the restrictions and exclusions may become unfair and unreasonable due to unforeseen circumstances and accordingly it is hereby agreed that if any of such restrictions and exclusions shall be adjudged to be void but would be valid if part of the wording thereof were deleted the said restriction or exclusion shall apply with such modification as may be necessary to make it valid and effective.
- (2) If any of these Conditions shall be deemed void for any reason whatsoever, but would be valid if part of the wording thereof were deleted the said Condition shall apply with such modification as may be necessary to make it valid and effective.

14. EXPORT TERMS

- (1) In these Conditions "**Incoterms**" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in the Contract relating to the Goods.
- (2) Where the Goods are supplied for export from the United Kingdom the provisions of this Condition 14 shall (subject to any special terms agreed in writing between the Customer and a duly authorised representative of Arla) apply notwithstanding any provision of these Conditions.
- (3) Unless otherwise agreed and expressly provided for in writing in the Customer's order, the Customer shall be responsible for complying with any legislation or regulations governing the packaging and labelling of the Goods and their importation into the country of destination and for the payment of any duties thereon.
- (4) Except where Arla expressly agrees otherwise, the Customer shall be responsible for arranging for inspection of the Goods before shipment. In such circumstances, Arla shall have no liability

for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment or in respect of any damage during transit

- (5) Unless otherwise agreed and expressly provided for in writing in the Customer's order, payment of all amounts due to Arla shall be made by irrevocable letter of credit opened by the Customer in favour of Arla and confirmed by a bank in the United Kingdom acceptable to Arla, or if agreed in writing by a duly authorised representative of Arla on or before acceptance of the Customer's order to waive this requirement, by acceptance by the Customer and delivery to Arla of a bill of exchange drawn on the Customer payable sixty (60) days after sight to the order of Arla at such branch of Arla's bankers in the United Kingdom as may be specified by Arla in the bill of exchange.

15. LEGAL CONSTRUCTION

These Conditions and the Contract shall be construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Courts.

16. ARLA'S WARRANTY AND LIABILITY

Warranty

- (1) Subject to the conditions set out in this Condition 16, Arla warrants that the Goods shall, at the time of delivery, conform with their specification (if any), The Food and Environment Protection Act 1985, The Materials and Articles in Contact with Food Regulations 1987 and The Food Safety Act 1990.

Claims concerning delivery

- (2) Arla shall only be liable for claims relating to non-delivery, or short, over or incorrect delivery, or any claim which is based on the condition of the Goods on delivery, if it is informed of such claim(s) in writing in accordance with Condition 4(6). If delivery is not refused, and the Customer does not notify Arla of its claim(s) within the timescales outlined above, the Customer shall not be entitled to reject the Goods and Arla shall have no liability for any defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- (3) If Arla has failed to deliver all or part of the Customer's order for the Goods for any reason other than a cause beyond Arla's reasonable control or the Customer's fault Arla shall be entitled at its sole discretion to either supply additional Goods to the Customer to make up such shortfall, or credit the Customer with the price of such Goods, and Arla shall have no

further liability to the Customer.

Claims concerning quality

- (4) The Customer must inform Arla of any claim(s) that the Goods are defective or otherwise fail to meet specification in writing in accordance with Condition 4(9), (regardless of whether or not delivery is/was refused by the Customer). Notwithstanding the foregoing, in instances where the defect or failure was not apparent on reasonable inspection at the time of delivery, any claim(s) must be made to Arla within (i) ten (10) days of delivery; or (ii) on or before the applicable 'Use By'/'Best Before' date of the Goods. If delivery is not refused, and the Customer does not notify Arla within the timescales outlined above, the Customer shall not be entitled to reject the Goods and Arla shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- (5) In the event of any claim(s) pursuant to Condition 16(4) above, the Customer shall, at Arla's request and by such means as Arla may reasonably specify, forward to Arla a sample of the Goods in question together with details of the consignment in which the Goods were contained. If instructed to do so by Arla, the Customer shall immediately cease to use all similar Goods received under the same consignment and the Customer shall immediately give to Arla all facilities which it reasonably requires to check (where appropriate) that the Goods have been stored by the Customer under the correct conditions and to check any tests or assessments of the Goods made or to be made by the Customer.
- (6) Where any valid claim in respect of any of the Goods which is based on any defect in the quality of the Goods or their failure to meet specification is notified to Arla in accordance with these Conditions, Arla shall be entitled at its sole discretion to either replace such Goods free of charge or credit the Customer with the price of such Goods, and Arla shall have no further liability to the Customer.

Limitations and exclusions

- (7) Except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), Arla's liability, in respect of Goods supplied to the Customer is limited as provided in these Conditions and all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

- (8) Where the Goods are sold to a consumer (as defined in the Unfair Contract Terms Act 1977) their statutory rights are not affected by anything in these Conditions.
- (9) In default of compliance with the provisions of this Condition 16 all claims by the Customer (other than claims arising from Arla's negligence and resulting in personal injury or death) are hereby expressly agreed to be barred and any damage suffered by any Goods shall be deemed to have occurred following delivery unless the contrary is proved by the Customer to the reasonable satisfaction of Arla.
- (10) Except in respect of death or personal injury caused by Arla's negligence, or liability for defective products under the Consumer Protection Act 1987, Arla 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 express terms of the Contract, for any loss or damage (whether for loss of profit, loss of business, loss of contracts, loss of goodwill or otherwise), or for any indirect, special or consequential loss or damages, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Arla, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or failure to supply the Goods in accordance with the Contract or at all) or their use or resale by the Customer, and the entire liability of Arla whether under the Contract or in tort or otherwise shall not exceed the price of the Goods, except as expressly provided in these Conditions.
- (11) If a court finds that it would not be reasonable for Arla to rely upon the exclusions or limitations contained in these Conditions it is expressly agreed that Arla's liability in respect of any claim in any event shall be limited to such sum as Arla may by reasonable steps be able to obtain under any insurance it may have which covers the Customer's claim.

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