GENERAL TERMS AND CONDITIONS FOR SALES OF GODDS (B2B)

These terms and conditions (**T&Cs**) are the terms on which The Spartan Supplements Limited (**Spartan Supplements**) sells its goods to business customers. If you are a consumer, please refer to our consumer terms. Save where expressly stated otherwise, these T&Cs supersede all other terms and conditions and apply to the sale of goods by Spartan Supplements to the exclusion of all other terms that the Customer (as defined below) may seek to impose or incorporate, or which may be implied by trade, custom, practice or course of dealing and the Customer hereby waives all rights it may have to rely on the same.

1 DEFINITIONS AND INTERPRETATION

Customer: the legal entity who has bought, agreed to buy or is seeking to buy Goods from Spartan Supplements.

DAP, **DDP, FCA,** and **EXW**: refers to the Delivery At Place, Delivery Duty Paid, Free Carrier, and Ex Works Incoterms 2020 rules.

Delivery Location: an agreed location within UK or EU mainland.

Expiry Date: a "best before", "display until", "expiry" or "use by" date (or similar).

Goods: the goods (or any of them) supplied (or to be supplied) by Spartan Supplements pursuant to an Order accepted in writing by Spartan Supplements.

Insolvency Event: the Customer becoming insolvent or bankrupt or entering into receivership, administration, liquidation or a composition, compromise or an arrangement to reschedule or restructure its indebtedness; the Customer suspending or ceasing, or threatening to suspend or cease, carrying on its business (or any part of it) or payment of its debts or being unable to pay its debts as they fall due; a resolution being made in connection with the winding up or dissolution of the Customer; the Customer obtaining a moratorium; the Customer having an administrator, receiver, liquidator or manager appointed over the whole, or a substantial part, of its undertaking or assets; or any steps being taken in preparation for the foregoing (whether voluntarily or otherwise); or any event occurring in any jurisdiction to which the Customer is subject that has an effect equivalent or similar to any of the above.

Local Regulations: the laws or regulations applicable to the Goods in the Territory, including food standards regulations, and any trademarks or other intellectual property regulations.

Order: an order for Goods placed by the Customer.

Party: means Applied Nutrition or the Customer

Price: the price payable for the Goods ordered by the Customer.

Sales Confirmation has the meaning set out in clause 2.2.

Sales Portal: Spartan Supplements B2B sales portal available at a website address as may be used by Spartan Supplements from time to time.

Sanctions: in relation to a Party, means any national or international laws, regulations, or measures relating to economic, financial, trade, or other sanctions, export controls, trade restrictions, embargoes or restrictive measures from time to time imposed, administered, or enforced by the relevant governmental authority of the United Kingdom (UK), the European Union (EU), the United Nations (UN), and/or the United States of America (US).

Sanctions Proceedings: means any actual or threatened litigation, enforcement, settlement, regulatory proceedings, and/or investigation, inquiry, enforcement action by any governmental, judicial, or regulatory authority in connection to any actual or alleged contraventions of Sanctions, Sanctions regulations, laws, or principles.

Sanctions Target: means any person or entity:

(a) identified on a Sanctions-related list of designated persons maintained by the UK, EU, UN, or US;

(b) owned or controlled by, or acting for or on behalf of, directly or indirectly, any person described in the foregoing paragraph; or

(c) otherwise, the subject or target of Sanctions.

Territory: the country or area specified in the Sales Confirmation or (if none is specified) the Customer's country stated on Spartan Supplements invoice.

The word **including** shall be deemed to be followed by "without limitation".

2 ORDERS

2.1 The Customer may place an Order via the Sales Portal or by email, phone, SMS message or other secure messaging service. The Customer shall be responsible for ensuring the accuracy and sufficiency of each Order and for providing Spartan Supplements with all information required to enable Spartan Supplements to fulfil the Order. Each Order constitutes an offer by the Customer to purchase the Goods in accordance with these T&Cs.

2.2 All Orders by the Customer for Goods are subject to acceptance by Spartan Supplements. Spartan Supplements reserves the right to reject any order for whatever reason. An Order shall only be accepted once confirmed in writing by Spartan Supplements (**Sales Confirmation**) or, if earlier, shall be deemed accepted when the Goods are delivered to or collected by the Customer (in whole or in part). Upon Spartan Supplements acceptance of an Order for the purchase of Goods, a contract shall be formed incorporating these T&Cs and any terms specified in the Sales Confirmation (**Contract**).

2.3 Any terms specified in the Sales Confirmation shall take precedence over these T&Cs in the event of a conflict. Spartan Supplements personnel are not authorised to make any representations or warranties concerning the Goods unless in writing and signed by a director of Spartan Supplements.

2.4 Any quotation, order form or offer issued by Spartan Supplements (other than a Sales Confirmation) shall be non-binding and shall not form part of any Contract with the Customer. Any samples, photographs, descriptions and advertising of the Goods provided by Spartan Supplements (including on Spartan Supplements consumer websites and Sales Portal) are produced for the sole purpose of giving an approximate idea of the Goods. Any error or omission in any such literature shall be subject to correction without liability for Spartan Supplements. Save as expressly set out in these T&Cs, such literature shall not form part of the Contract nor have any contractual force. Spartan Supplements does not offer sale by samples.

2.5 Spartan Supplements may at any time prior to delivery, amend or cancel an Order (and a Contract) (in whole or in part) by written notice to the Customer without liability. Any pre-payment for a cancelled Order shall be refunded to the Customer. Spartan Supplements cannot guarantee to hold any volume of Goods in stock whilst awaiting receipt of payment for an Order.

2.6 The Customer shall not be entitled to amend or cancel an Order once accepted by Spartan Supplements. If the Customer's Order contains any mistakes or inaccuracies, Spartan Supplements shall not be required to issue a refund or credit note. If Spartan Supplements agrees to any variations to an Order (in its sole discretion), Spartan Supplements shall be entitled to charge the Customer for the costs it incurs.

3 DELIVERY OF THE GOODS

3.1 Unless otherwise agreed in writing: (i) Spartan Supplements shall either deliver the Goods to the Delivery Location DAP or the Goods shall be delivered EXW at Spartan Supplements place of business in Wickford, UK (or such other address as Spartan Supplements may specify); (ii) the Customer shall pay the cost of delivery, unless an agreed order volume has been exceeded; and (ii) delivery shall take place at a time convenient to Spartan Supplements between the hours of 9am and 5pm, Monday to Friday inclusive. Spartan Supplements does not offer DDP deliveries unless specifically agreed. In the absence of specific written confirmation from Spartan Supplements, the default delivery methodology will be EXW or FCA.

3.2 The dates for delivery (including the time of delivery) shall be an estimate only and Spartan Supplements shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence. Spartan Supplements reserves the right to deliver the Goods (or require EXW or FCA collection) in advance of any agreed delivery date.

3.3 If the Customer fails to accept delivery of the Goods or arrange EXW or FCA collection or fails to provide adequate delivery instructions prior to the delivery date then, except where such failure or delay is caused by Spartan Supplements material breach of these T&Cs and without prejudice to Spartan Supplements other rights and remedies: (i) delivery of the Goods shall be deemed to have been completed at 9am on the day scheduled for delivery and the Price shall be due for payment; (ii) Spartan Supplements shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance); and (iii) the Customer shall indemnify Spartan Supplements on demand from and against all losses, costs, charges and expenses incurred by Spartan Supplements as a result of such failure to accept delivery. If the Goods have not been re-delivered within ten business days of the original date for delivery, Spartan Supplements shall be entitled to resell or otherwise dispose of the Goods at its sole discretion.

3.4 Spartan Supplements shall be entitled to make deliveries in instalments, and each instalment shall constitute a separate Contract and may be invoiced separately.

3.5 Subject to article 138 of the VAT Directive, anything supplied by Spartan Supplements in the EU is considered an intra-community supply of goods. It is Customer's responsibility (and not that of Spartan Supplements) to account for acquisition VAT.

4 TITLE AND RISK

4.1 Risk in the Goods shall pass to the Customer in accordance with relevant Incoterms 2020 rules (DAP or EXW or FCA depending on the mode of delivery).

4.2 Notwithstanding delivery, title to the Goods shall not pass to the Customer until the earlier of: (i) receipt of full payment for the Goods and all other sums which are or which become due to Spartan Supplements from the Customer on any account, in which case title shall pass at the time of payment; (ii) consumption of the Goods; (iii) resale of the Goods; (iv) damage to the Goods after risk has passed to the Customer (such that the Goods are no longer in their original condition); or (v) the date notified to the Customer by Spartan Supplements in writing. If sub-clause (ii), (iii) or (iv) applies, title shall pass at the time specified in clause 4.4.

4.3 Until title to the Goods has passed to the Customer, the Customer shall (at the Customer's cost): (i) store such Goods in accordance with good industry practice and Spartan Supplements instructions from time to time; (ii) store such Goods separately from all other goods held by the Customer so that they remain readily identifiable as Spartan Supplements property; (iii) not remove, deface or obscure any identifying mark or packaging on or relating to such Goods; (iv) not consume or otherwise deplete such Goods; (v) not encumber, charge or grant security over such Goods; (vi) notify Spartan Supplements immediately if the Customer becomes subject to an Insolvency Event; (vii) provide such information relating to the Goods as Spartan Supplements may require from time to time; (viii) at Spartan Supplements request, deliver up all Goods in the Customer's possession where title has not passed; and (ix) permit Spartan Supplements, and grant (and procure any third parties shall grant) Spartan Supplements an irrevocable license to enter any premises where such Goods are stored (at any time and without notice) to inspect and/or repossess such Goods.

4.4 Subject to clause 4.5, the Customer may, in the Territory only, resell, consume or use the Goods in the ordinary course of its business (but not otherwise) before title passes. However, if the Customer resells, consumes or otherwise depletes the Goods or if any Expiry Date lapses before that time: (i) it shall act as principal when it resells the Goods and not as Spartan Supplements agent; and (ii) title to the relevant Goods shall pass to the Customer immediately before the relevant resale, consumption, expiration or other depletion occurs.

4.5 If before title in the Goods passes to the Customer, the Customer becomes subject to an Insolvency Event, without limiting any other right or remedy, the Customer's right to resell, consume and use the Goods in the ordinary course of business ceases immediately and Spartan Supplements may at any time: (i) require the Customer to deliver up all Goods in its possession where title has not passed; and (ii) enter any premises where such Goods are stored and recover them.

4.6 This clause 4 shall fully take effect permitted by law in the jurisdiction in which the Goods are stored from time to time without any further action being required by Spartan Supplements. Clause 11.4 shall apply to the extent any part of this clause 4 is rendered invalid in such jurisdiction.

5 PRICING AND PAYMENT

5.1 Unless otherwise agreed by Spartan Supplements in writing, the Price for the Goods shall be the price set out in Spartan Supplements price list in force as at the date of delivery. All Prices excludes delivery costs, value added tax (VAT) and any other taxes, duties or levies, which the Customer shall be liable to pay to Spartan Supplements at the then prevailing rate.

5.2 Spartan Supplements reserves the right to amend the Price from time to time in its sole discretion by informing the Customer in writing at any time prior to delivery (including where prices have been agreed).
5.3 Depending on the credit terms agreed with Spartan Supplements, and shall invoice the Customer for the Price, plus taxes and any delivery charges, on or after the date of the Order or the date of dispatch. Spartan Supplements reserves the right to require payment in advance of delivery for all Goods.
5.4 Unless agreed otherwise in writing, the Customer shall pay each invoice in full: (i) within 30 days of the invoice date; (ii) in pound sterling; (iii) in cleared funds to a bank account nominated in writing by Spartan Supplements; and (iv) without any set-off, counterclaim, deduction or withholding unless any deduction or withholding of tax is required by law (in which case the Customer shall ensure Spartan Supplements receives the full amount invoiced). Time for payment shall be of the essence. Receipts for payment will only be issued upon written request.
5.5 Without limiting any other rights and remedies of Spartan Supplements, if the Customer fails to make any payment in accordance with these T&Cs, or otherwise has an overdue account or has credit terms withdrawn, or if the Customer suffers an Insolvency Event, Spartan Supplements shall be entitled to: (i) demand immediate payment of all outstanding amounts owed by the Customer and its affiliates;
(ii) suspend further deliveries until full payment has been received; (iii) reduce or withdraw preferential payment options, access to credit and early settlement discounts; (iv) charge interest payable by the Customer on the overdue sum both before and after any court judgment at the rate of 8% above the Bank of England's base rate from time to time. Such interest shall accrue daily from the due date until actual payment of the overdue amount. The Customer shall be liable for all expenses, including legal fees, relating to the collection of late payments.

6 DAMAGED GOODS

6.1 Spartan Supplements warrants that upon delivery, and where an Expiry Date to the Goods apply, for the period from the date of delivery to such Expiry Date (or the first such date where there are multiple Expiry Dates) (the **Warranty Period**), the Goods shall: (i) conform in all material respects with their description; and
(ii) be of satisfactory quality.
6.2 Subject to clause 6.3, if at least 5% of the Goods delivered pursuant to an Order do not comply with the warranty set out in clause 6.1, Spartan Supplements shall, at its option, replace the defective Goods or refund the Price of the defective Goods, provided: (i) the Customer gives written notice to Spartan Supplements of the defect during the Warranty Period, within seven business days of the time of discovery (or within two business days of delivery where the defect should have been apparent upon inspection); (ii) Spartan Supplements is granted a reasonable opportunity to examine the Goods; and (iii) the Customer (if asked to do so by Applied Nutrition) returns such Goods to Spartan Supplements place of business.
6.3 Spartan Supplements shall have no further liability to the Customer. These T&Cs shall apply to any replacement Goods.
6.4 Spartan Supplements shall not be liable for non-compliance with the warranty set out in clause 6.1 if: (i) the Customer makes any further use of such Goods after giving notice in accordance with clause 6.2; (ii) the defect arises because the Customer failed to follow good industry practice and/or Spartan Supplements verbal or written instructions as to the storage, use and/or preservation of the Goods; (iii) the defect arises as a result of Spartan Supplements following any instruction of the Customer; (iv) the Customer tampers with, alters, repacks or relabels the Goods (or any of them) without the prior written consent of Spartan Supplements; (v) the defect arises as a result of willful damage, negligence or abnormal storage or working conditions; or (iv) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
6.5 Where Spartan Supplements is responsible for delivering the Goods DAP, Spartan Supplements accepts no liability for loss of or damage to Goods in transit unless the Customer notifies Spartan Supplements in writing of the details of the loss or damage within 24 hours following delivery (or within 24 hours of the scheduled delivery date where the Goods have not been received). Clauses 6.2 and 6.3 shall otherwise apply to such loss or damage in transit.

7 LIABILITY

7.1 Nothing in these T&Cs shall limit or excluded Spartan Supplements liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or (iv) any liability if and to the extent that it is not permissible in law for such liability to be limited or excluded.
7.2 Subject to clause 7.1: (i) Spartan Supplements shall under no circumstances whatsoever be liable to the Customer in contract, tort (including negligence) or otherwise for any third party loss, loss of profit, pure economic loss, loss of production, loss of goodwill, loss of business or opportunity and/or for any indirect or consequential loss, incidental, special or punitive damages arising under of in connection with the supply, use, consumption and/or sale of Goods, an Order and/or the Contract; and (ii) Spartan Supplements total liability to the Customer in respect of all other losses arising under or in connection with same, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price actually paid for the Goods.
7.3 All warranties, conditions and other terms implied by law (including by sections 13 to 15 of the Sale of Goods Act 1979 and compliance with Local Regulations) are excluded to the fullest extent permitted by law.
7.4 Spartan Supplements shall have no liability whatsoever for any Goods sold, imported, exported and/or stored by the Customer in contravention of clause 9 nor for any failure of the Goods to comply with Local Regulations nor for any failure by the Customer to consume or resell any Goods prior to relevant Expiry Dates.
7.5 Spartan Supplements shall not be in breach of Contract nor liable for any delay in performing or failure to perform any of its obligations due to an event or circumstance beyond its reasonable control (a force majeure event).

8 TERMINATION

8.1 Without prejudice to its other rights/remedies, Spartan Supplements may terminate a Contract and/or suspend delivery of and/or cancel any Order or instalment immediately upon written notice, without liability: (i) if the Customer fails to make a remedyshall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right to remedy.
8.2 **Assignment:** Spartan Supplements may at any time assign, transfer, subcontract, or otherwise deal in any manner with all or any of its rights or obligations under the Contract. The Customer shall not be entitled to do so without the prior written consent of Spartan Supplements.
8.3 **Variation:** No variation to these T&Cs or a Contract shall be binding unless agreed in writing and signed by an authorised representative of each party.
8.4 **Third Party Rights:** These T&Cs do not give rise to any rights under the Contract (Rights of Third Parties) Act 1999 to enforce these T&Cs.
8.5 Governing Law: The Contract and any dispute or claim (including disputes or claims relating to non-contractual obligations) arising out of or in connection with it, its subject matter or formation shall be governed by the laws of England, excluding the conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods.
8.6 **Jurisdiction:** The courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract, its subject matter or formation. Notwithstanding the foregoing, Spartan Supplements shall be entitled to bring proceedings against the Customer in any jurisdiction in which the Customer is established or has assets.

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