



our fruit is what you make it

Cobell Limited Alphinbrook House
Alphinbrook Road, Marsh Barton Estate, Exeter EX2 8RG

Tel: +44 (0)1392 430280 Fax: +44 (0)1392 430060
Email: info@cobell.co.uk www.cobell.co.uk

TERMS AND CONDITIONS FOR THE PURCHASE OF PROCESSED FRUIT INGREDIENTS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these conditions.

"Business Hours"	8.00 am to 5.00 pm
"Company" or "Cobell"	Cobell Limited (company registration number 03876527) whose registered office is at Alphinbrook House, Alphinbrook Road, Marsh Barton, Exeter, EX2 8RG.
"Contract"	the Order and the Seller's acceptance of the Order.
"Food Safety Legislation"	Legislation from time to time regulating the handling, storage, transportation or production of food including without limitation such legislation as set out in the Schedule of Regulatory Requirements for Suppliers.
"Products"	Any products agreed in the Contract to be bought by the Company from the Seller (including any part or parts of them) and in accordance with the Purchase Order Confirmation emailed to the Seller.
"Product Recall"	The recall from consumers of any of the Products that have already been sold by the Company;
"Product Withdrawal"	Means the removal of all stocks of the Product being held by the Company or Customer (as defined in 10.2) from sale or from the supply chain;
"Order"	The Company's written instruction to buy the Products, incorporating these conditions.
"Purchase Order Confirmation"	The purchase or call off for a delivery of the Products issued by the Company and emailed to the Seller.
"Seller"	The person, firm or company who accepts the Company's Order.
"Schedule of Regulatory Requirements for Suppliers"	The document of the same name and annexed to these conditions.





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1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 A reference to one gender includes a reference to the other gender.

1.4 Condition headings do not affect the interpretation of these conditions.

2. APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.4, these conditions are the only conditions upon which the Company is prepared to deal with the Seller and they shall govern the Contract to the entire exclusion of all other terms or conditions.

2.2 Each Order for Products by the Company from the Seller shall be deemed to be an offer by the Company to buy Products subject to these conditions and no Order shall be accepted until the Seller either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part accepts the offer.

2.3 No terms or conditions endorsed upon, delivered with or contained in the Seller's quotation, acknowledgement or acceptance of order, specification or similar document shall form part of the Contract and the Seller waives any right which it otherwise might have to rely on such terms and conditions.

2.4 These conditions apply to all the Company's purchases and any variation to these conditions shall have no effect unless expressly agreed in writing and signed by a director of the Company.

3. SELLER WARRANTIES

3.1 The Products shall comply with all relevant Food Safety Legislation and the AIJN Code of Practice.

3.2 All packaging materials used comply with the relevant Food Safety Legislation and Schedule of Regulatory Requirements for Suppliers.

3.3 All wooden packaging materials used, including wooden crates, case and pallets comply with the EU Directive 2004/102/EC and ISPM15.

3.4 All vehicles, equipment and staff of the Seller used for the delivery of the Products must comply with the relevant Food Safety Legislation.





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- 3.5 The Seller shall not enter into a contract with or otherwise deal with (directly or indirectly) any entity to which the Company supplies the Products for a period of two years from the date of the Contract in respect of products which are the same as or similar to the Products.

4. INDEMNITY

The Seller shall keep the Company indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with any claim made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by the Company's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Products or the Products packaging as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Seller.

5. QUALITY AND DEFECTS

- 5.1 The Company's rights under these conditions are in addition to the statutory conditions implied in favour of the Company by the Sale of Goods Act 1979.
- 5.2 At any time prior to delivery of the Products to the Company the Company shall have the right to inspect and test the Products at all times.
- 5.3 If the results of such inspection or testing by or on behalf of the Company cause the Company to be of the opinion that the Products do not conform or are unlikely to conform with the Order or to any specifications supplied or advised by the Company to the Seller, the Company shall inform the Seller and the Seller shall immediately take such action as is necessary to replace the Products or (if possible) rectify any breach to ensure conformity and in addition the Company shall have the right to require and witness further testing and inspection or, if incapable of rectification within two weeks from the Company's notification, the Company shall be entitled to cancel the Contract upon giving notice and any money paid to the Seller under the Contract shall be returned immediately.
- 5.4 Notwithstanding any such inspection or testing, the Seller shall remain fully responsible for the Products and any such inspection or testing shall not diminish or otherwise affect the Seller's obligations under the Contract.





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5.5 Notwithstanding any such inspection or testing, the Seller shall remain fully responsible for any latent defect in the Products' packaging including but not limited to defects which are not capable of being seen on inspection of the Products or packaging.

5.6 If any of the Product fail to comply with the provisions set out in condition 3 the Company shall be entitled to avail itself of any one or more remedies listed in condition 15.

6. DELIVERY AND SHIPMENT DOCUMENTATION

6.1 The Products shall be delivered in accordance with the Purchase Order Confirmation.

6.2 The Seller shall keep the Company informed and updated as to the despatch of the Products by the Seller.

6.3 The Products delivered in accordance with Condition 6.1 shall be delivered within the Company's Business Hours unless expressly agreed in writing otherwise.

6.4 The date for delivery shall be specified in the Order, or if no such date is specified then delivery shall take place within 28 days of the Order as soon as is reasonably practicable.

6.5 The Seller shall invoice the Company upon, but separately from, despatch of the Products to the Company.

6.6 All necessary documentation relating to the bill of lading and relevant to the appropriate Incoterm as laid down by the International Chamber of Commerce and set out in the Purchase Order Confirmation shall accompany the Products at delivery and clearly show the Order number, description of the Products, quantity and origin.

6.7 Time for delivery shall be of the essence.

6.8 Unless otherwise stipulated by the Company in the Order, deliveries shall only be accepted by the Company in normal business hours.

6.9 If the Products are not delivered on the due date then, without prejudice to any other rights which it may have, the Company reserves the right to:

6.9.1 cancel the Contract in whole or in part;

6.9.2 refuse to accept any subsequent delivery of the Products which the Seller attempts to make;



- 6.9.3 recover from the Seller any expenditure reasonably incurred by the Company in obtaining the Products in substitution from another supplier; and
- 6.9.4 claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Seller's failure to deliver the Products on the due date.
- 6.10 If the relevant documentation as set out in 6.6 is issued incorrectly or late by the Seller, then the Seller shall be liable for all costs or expenses incurred by the Company which are in any way attributable to the Seller's failure to issue the relevant documentation correctly or on time including but not limited to storage of or damage to the Products.
- 6.11 Where the Company agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless failure by the Seller to deliver any one instalment shall entitle the Company at its option to treat the whole Contract as repudiated.
- 6.12 If the Products are delivered to the Company in excess of the quantities ordered the Company shall not be bound to pay for the excess and any excess shall be and shall remain at the Seller's risk and shall be returnable at the Seller's expense.

7. RISK AND TITLE

- 7.1 The Products shall remain at the risk of the Seller until specified by the relevant Incoterm 2000 set out in the Purchase Order Confirmation at which point the title of the Products shall pass to the Company.
- 7.2 The title in the Products shall pass to the Company in accordance with the relevant Incoterm 2000, unless payment for Products is made prior to delivery, when it shall pass to the Company once payment has been made.

8. PRICE

- 8.1 The price of the Products shall be stated in the Order and unless otherwise agreed in writing by the Company shall be exclusive of value added tax but inclusive of all other charges.
- 8.2 No variation in the price nor extra charges shall be accepted by the Company.





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9. PAYMENT

9.1 The Company shall pay the price of the Products in accordance with the Purchase Order Confirmation, but time for payment shall not be of the essence of the Contract.

9.2 Without prejudice to any other right or remedy, the Company reserves the right to set off any amount owing at any time from the Seller to the Company against any amount payable by the Company to the Seller under the Contract.

10. PRODUCT RETURN

10.1 The Seller acknowledges that when the Company is not the end user of the Products it must reserve the right to return the Products or cancel any balance of the Contract upon the insolvency or bankruptcy of the Company's customer or if a customer of the Company delists an item for which the Products were intended and, in such circumstances, the Customer shall have the rights set out in Condition 10.2 below,

10.2 The Company reserves the right to return to the Seller, for a period of three months from the date of Delivery of the Products, any Products returned to the Company for any of the reasons set out in Condition 10.1 ("**Returned Products**") in which case:

10.2.1 the Seller shall collect the Returned Products from a place agreed between the Seller and the Company (or from the Company's principal place of business if a collection point cannot be agreed);

10.2.2 the Company shall appropriately store the Returned Products until they are collected by the Seller and shall bear all costs of storage from delivery to collection of the Returned Products;

10.2.3 the Company shall bear the costs of transportation of the Returned Goods to the place agreed for collection; and

10.2.4 upon collection of the Products, the Seller shall immediately pay to the Company the purchase price for the Returned Products as stated in the relevant Order.

11. PRODUCT WITHDRAWAL AND/OR PRODUCT RECALL

11.1 The Company may at its own discretion effect a Product Withdrawal and/or Product Recall of the Products provided that it shall consult the Seller prior to and during the effecting of any such Product Withdrawal and/or Product Recall. Where the Company exercises such discretion it shall control and carry out that Product Withdrawal and/or Product Recall in accordance with its Product



Withdrawal and/or Product Recall procedure in place from time to time. The Seller shall give the Company all assistance either of them reasonably requires in relation to any such Product Withdrawal and/or Product Recall (to the extent that such Product Withdrawal and/or Product Recall is as a consequence of the Seller's error or fault in respect of the Products supplied in whole or in part such assistance, or relevant part of such assistance, shall be given at the expense of the Seller).

11.2 In the event of a Product Withdrawal or Product Recall where the withdrawal/re call is due to default or breach by the Seller, the Seller will compensate the Company or the Company's customer to whom the Product has been supplied by the Company ("**Customers**"), with the following:

11.2.1 The higher of the retail price and the cost price for all recalled Products and Products withdrawn from a store and the cost price for all Products withdrawn from depots;

11.2.2 Any media and publicity costs (including point of sale) required to communicate the recall/withdrawal to the **Customers** to whom the Products have been supplied by the Company;

11.2.3 If the Customers to agree to have Products returned to the Company, the Seller will reimburse the Company cost of returning/handling all Products removed from Customer stores and/or depots;

11.2.4 If the Company or Customers choose to have Products disposed of by the Seller, the costs of disposing of the Products at the prevailing rates negotiated by a waste contractor. The rates will depend on current legislation and the weight and type of materials to be disposed of.

12. **CONFIDENTIALITY**

The Seller shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Seller by the Company or its agents and any other confidential information concerning the Company's business or its products which the Seller may obtain and the Seller shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Seller's obligations to the Company and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Seller.





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13. THE COMPANY'S PROPERTY

Materials, equipment, tools,, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by the Company to the Seller shall at all times be and remain the exclusive property of the Company but shall be held by the Seller in safe custody at its own risk and maintained and kept in good condition by the Seller until returned to the Company and shall not be disposed of other than in accordance with the Company's written instructions, nor shall such items be used otherwise than as authorised by the Company in writing.

14. TERMINATION

14.1 The Company shall have the right at any time by giving notice in writing to the Seller to terminate the Contract forthwith if:

14.1.1 the Seller commits a material breach of any of the terms and conditions of the Contract;
or

14.1.2 any distress, execution or other process is levied upon any of the assets of the Seller; or

14.1.3 the Seller has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Seller or notice of intention to appoint an administrator is given by the Seller or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Seller or for the granting of an administration order in respect of the Seller, or any proceedings are commenced relating to the insolvency or possible insolvency of the Seller; or

14.1.4 the Seller ceases or threatens to cease to carry on its business; or



14.1.5 the financial position of the Seller deteriorates to such an extent that in the opinion of the Company the capability of the Seller adequately to fulfil its obligations under the Contract has been placed in jeopardy.

14.2 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the Company accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

15. REMEDIES

Without prejudice to any other right or remedy which the Company may have, if any Products are not supplied in accordance with, or the Seller fails to comply with, any of the terms of the Contract the Company shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Products have been accepted by the Company:

15.1 to rescind the Order;

15.2 to reject the Products (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Products so returned shall be paid forthwith by the Seller;

15.3 at the Company's option to give the Seller the opportunity at the Seller's expense to supply replacement Products and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

15.4 to refuse to accept any further deliveries of the Products but without any liability to the Seller;

15.5 to carry out at the Seller's expense any work necessary to make the Products comply with the Contract; and

15.6 to claim such damages as may have been sustained in consequence of the Seller's breach or breaches of the Contract.





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16. ASSIGNMENT

- 16.1 Neither party shall not be entitled to assign the Contract or any part of it without the prior written consent of the other party.

17. FORCE MAJEURE

The Company reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Products ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

18. GENERAL

- 18.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 18.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 18.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 18.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Seller shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 18.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 18.6 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.





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To be completed by an authorised signatory on behalf of The Seller

Company Name:

Registered Number:

Signatory's Position:

Signatory's Name

Signature:

Date:



Annex: Schedule of Regulatory Requirements for Suppliers

In order to facilitate supply, ensure compliance with regulatory requirements under 'Due Diligence' and enable us to provide our customers with the highest quality of ingredients, we kindly require that you sign and return one copy of our 'Conditions of Supply' document.

Please note that we cannot purchase any materials prior to the return of a signed copy of this document.

If you are signing this document as an agent or trader, you warrant that the manufacturer of the product has seen this document and confirmed compliance with all the provisions herein OR that you have formally assessed the manufacturer and can demonstrate that you have exercised adequate Due Diligence such that your signing of this document may be adequately substantiated in all respects.

We warrant that all products supplied to Cobell Ltd comply with the following:

Legislative and Regulatory Requirements

1.1. All products and services supplied to Cobell, either directly or indirectly to Cobell's customers, shall meet all of the requirements of current European and UK food safety legislation and it's appropriate standards and regulations. Manufacturers and suppliers shall also be fully compliant with all relevant UK, European and local laws and regulations.

These include, but are not limited to:

- The Food Safety Act 1990
- EC General Food Law Regulation 178/2002
- The General Food Regulation 2004 (as amended)
- The Plastic Materials and Articles in Contact with Food (England) Regulations 2009 (SI 2009/205)
- The Materials and Articles in Contact with Food Act 1987
- The Packaging (Essential Requirements) Regulations 1998
- Food Labelling Regulation 1996 (as amended)
- Fruit Juices and Fruit Nectars (England) Regulation 2003
- The General Product Safety Regulations 1994
- The Consumer Protection Act 1987
- Trade Descriptions Act 1968
- The Food Hygiene (England) regulations 2006
- Official Feed and Food Control (England) Regulation 2007 (SI 2007/3185)
- The Health and Safety at Work Act 1974
- EC regulation No. 1935/2004, on materials and articles intended to come into contact with food
- EC regulation No. 2023/2006 on good manufacturing practice for materials and articles intended to come into contact with food
- EC Regulation 1830/2003 on the traceability and labelling of GMOs
- Genetically Modified Organisms (Traceability and Labelling) (England) Regulation 2004
- EC Regulation 1829/2003 on genetically modified (GM) food and feed
- Food Labelling (Declaration of Allergens) (England) Regulation 2008
- Food Labelling (Amendment) (England) (No.2) Regulation 2004





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- The Food and Environment Protection Act 1985 (Part III)
- EC regulation No. 1881/2006 setting maximum levels for certain contaminants in foodstuffs
- The Pesticides (Maximum Residue Levels) (England and Wales) Regulations 2008, statutory instrument 2008 No. 2570
- The Plant Protection Products Directive, 91/414/EEC
- The Control of Pesticides Regulations 1986 (Statutory instrument 1986 No. 1510)
- EC regulation 396/2005, and subsequent amendments/annexes (EC Regulations 178/2006, 149/2008, 260/2008 and 839/2008) concerning residues of pesticides and associated active compounds in foodstuffs.
- Council Directive 79/117/EEC and EC regulation No. 850/2004, concerning the prohibition of plant protection products containing certain active substances.
- Council Directive 2001/112/EC, relating to fruit juices and certain other similar products intended for human consumption

Please note that Compliance is also required with any other legislation from time to time regulating the handling, storage, transportation or production of food; and any statutory extension, modification, amendment or re-enactment of, and any regulations or orders made under, any of them.

Manufacturing Standards

- 2.1. All materials supplied shall be manufactured under strict sanitary conditions in full accordance with the principles of Good Manufacturing Practice.
- 2.2. All suppliers of materials to Cobell shall operate a Hazard Analysis System in accordance with the *Codex* principles of HACCP.
- 2.3. Suppliers are not permitted to use subcontractors, third parties or other alternative manufacturing sites without the prior approval of Cobell Ltd

Foreign Matter Controls

- 3.1. It is a requirement of Cobell Ltd that all relevant products are subject to appropriate foreign body control and inspection where applicable. This includes appropriate controls of potentially hazardous items in production environments, such as brittle materials controls, and/or inspection or removal measures such as metal detection, sieving, x-ray screening etc.

Pesticides and Agrochemicals

- 4.1. Only pesticides approved for use on the crop may be used. This may be 'on label' or 'off label' approval by the competent authority in each country or territory of jurisdiction.
- 4.2. No ingredient which has, or had, a residue level exceeding that permitted by current European or *Codex* maximum residue level shall be used in the manufacture of any product. The mixing of satisfactory and unsatisfactory consignments to reduce residue levels is not acceptable.
- 4.3. Suppliers shall exercise all reasonable precautions and controls to ensure that products are not contaminated above maximum residue levels.





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- 4.4. All products supplied shall be produced from crops to which only approved pesticides have been applied, as defined by the local competent authority and current European regulations.
- 4.5. Residue levels in finished products as supplied shall be compliant with both European and local requirements for maximum residue levels.
- 4.6. Products shall be analysed for pesticides annually, *as an absolute minimum*. Copies of analyses shall be made available for Cobell's appraisal on request.

Product authenticity, quality and origin.

- 5.1. Products shall be of the nature, substance and quality described, and shall not be presented in manner likely to mislead as to the nature, substance or quality.
- 5.2. All products supplied shall be authentic in respect of the Country of Origin, Type, Species, Variety and/or Cultivar, where specified or agreed.
- 5.3. Products shall be free from problems likely to give rise to consumer dissatisfaction.
- 5.4. Products shall conform in all respects with the specification and any further descriptions or standards applied.
- 5.5. All fruit products, unless otherwise agreed in writing in advance, shall be fully compliant with the applicable AIJN standard(s).
- 5.6. Country of origin shall be specified as accurately as possible for all products and components thereof. No change shall be made to this origin(s) without prior agreement from Cobell's Technical department.
- 5.7. Unless notified in advance, batch shelf lives shall be provided and all products shall have a minimum of 50% of full shelf life remaining on the date on which Cobell, or their appointed representative, gain custody of these products.

Microbiological standards

- 6.1. Products must not contain any pathogenic microorganisms and/or their associated toxins at levels that could adversely affect the health of the consumer.

Allergens, Nuts and Dietary Suitability

- 7.1. Cobell Ltd operates a nut-free policy. As such, all products supplied and manufacturing sites used to produce these products must be entirely free of all nuts, including:

Macadamia Nuts	Litchi Nuts	Jojoba Nuts
Jack Nuts	Heart Nuts	Hickory
Ginkgo Nuts	Tallow Nuts	Acorns
Almonds	Paradise Nuts	Oyster Nuts
Peanuts (Groundnuts)	Pecan Nuts	Beechnuts
Persian Walnuts	Betal Nuts	Brazil Nuts



Pili Nuts	Breadnuts/Breadfruit	Pistachio Nuts
Quandong Nuts	Cashew Nuts	Chinquapins (Baby Chestnuts)
Chestnuts	Tahiti Nuts	Chilean Wild Nuts
Cola Nuts	Walnuts	Tiger Nuts
Filberts/Hazelnuts	Squari Nuts	Tropical Nuts
Queensland Nuts	All cold-pressed nut oils.	

Nutmeg, Water Chestnuts and Nut oils or blends refined to appropriate standards are *not* considered nuts. If you are in any doubt please contact Cobell.

7.2. The inclusion of allergenic substances not associated with the normal composition of ingredients must be avoided.

7.3. The presence of any allergens as defined by EC directive 2003/89/EC must be declared in the product specification. These allergens are detailed in annex IIIa of this directive, as follows:

- Cereals containing Gluten; i.e. Wheat, Rye, Barley, Oats, Spelt, Kamut
- Crustaceans and products thereof
- Fish and products thereof
- Peanuts and products thereof (see 7.1)
- Soybeans and products thereof
- Milk and products thereof
- Nuts and products thereof (see 7.1)
- Celery and products thereof
- Mustard and products thereof
- Sesame seeds and products thereof
- Sulphur Dioxide and sulphites at concentrations greater than 10mg/kg or 10mg/litre, expressed as SO₂
- Molluscs and products thereof
- Lupin and products thereof

7.4 Unless Cobell are notified in writing of the presence of any of the allergens as defined above, you warrant that the product(s) supplied may be declared 'Free from' said allergens, both for the purposes of control of such substances at the manufacturing facilities of Cobell and their customers, and for the purposes of on-pack declarations of this nature at retail/consumer level.

7.5 The presence, or possible cross-contamination, of Kiwi shall be notified to Cobell.

7.6 Products shall, unless otherwise notified, be suitable for consumption by:

- Vegeterians
- Ovo-lacto vegetarians
- Vegans
- Coeliacs

Ionizing radiation

8.1. Food products shall not be subjected to irradiative process that do, or may, expose food ingredients to α , β or γ particulates/rays, or any other forms of ionising radiation. It is accepted that certain packaging materials may be sterilised through the considered use of γ radiation.





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Genetic Modification

- 9.1. It is Cobell's policy not to use any ingredients or derivatives which are obtained from genetically modified crops. This includes, but is not limited to:
- Ingredients containing genetically modified organisms.
 - Ingredients produced with processing aids that contain, or are derived from, genetically modified ingredients.
 - Ingredients produced with processing aids that have been made utilising, or substantially altered as a consequence of the use of, genetic modification.
- 9.2. Products and their components shall not require labelling according to directive 2000/13/EC and the UK Food Labelling Regulations 1996 (Statutory instrument 1996 No. 1499) and all amendments thereof

Labelling standards

- 10.1. All outer packaging must be clearly and indelibly labelled with, as a minimum, the following details:
- Product name
 - Date code (Date of manufacture)
 - Batch/Lot code (If different to the above)
 - Pack weight/volume or other appropriate unit of stock control

Vendor Audits and approvals

- 11.1. Cobell Ltd may, in some instances, require a formal audit of manufacturing premises. This is based on a formal risk assessment and will be arranged for a mutually convenient time.
- 11.2. The manufacturing location of an ingredient must not be changed without prior consultation with Cobell Ltd. A formal approval of any new manufacturing sites will be required should any such new sites be proposed for supply.

Traceability

- 12.1. Systems shall be in place such that all materials, and component parts thereof, supplied to Cobell Ltd may be traced back to source

