

TERMS AND CONDITIONS OF SALE OF GOODS



NATCO FOODS LIMITED
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 MK18 1TB

1 INTERPRETATION

- 1.1 In these conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.
- 1.2 Headings do not affect the interpretation of these Terms.
- 1.3 Natco Foods Limited or Natco Ingredients or Natco Cash & Carry or an authorised representative ("the Seller") sells food products and other goods ("the Goods") to customers ("the Buyer"). These are the terms and conditions ("the Terms") upon which the Seller accepts orders for the Goods and governs the same.
- 2 PLACING AN ORDER**
- 2.1 A Buyer can make an order through the representatives in the shops, by facsimile, telephone, electronic mail and EDI orders from multiples/supermarkets.
- 2.2 Orders are accepted by the Seller subject to the availability of the Goods, the prices being correct and these Terms applying.
- 2.3 Subject to 2.2 above goods shall be delivered and invoiced to the Buyer on delivery and signed for by the Buyer at which point the Buyer will be deemed to have accepted delivery and that part of the Order that is unavailable shall be added to the next Order if so required by the Buyer. Such matters may be communicated to the Buyer by a sales representative of the Seller. The Seller shall have no liability for any Goods being unavailable.
- 2.4 In the event the Buyer, miscalculates the price of the Goods in his order, in such a case the Seller shall contact the Buyer prior to accepting the Order to discuss any price discrepancy.
- 2.5 If an acknowledgment of order is dispatched then to the extent it contains information as to the quantity and type of goods, price, delivery date, delivery location and delivery charge and any other changes to the Order Form or these Terms then those (the terms indicated in the acknowledgement of order) shall be final and binding save for the case of obvious mistake or error. However for the avoidance of doubt, all orders are accepted subject to the availability of the Goods at the time of dispatch.
- 2.6 Notwithstanding any conflict with any terms and conditions specified by the Buyer in the Buyer's order form or otherwise, the Seller's acceptance of the Buyer's order is on the condition that only these Terms shall apply to the order.
- 2.7 By acceptance of deliveries, the Buyer shall be deemed to accept the Terms contained herein.
- 2.8 Failure by the Seller to object to any term and condition contained in any communication from the Buyer shall not be deemed to be a waiver of these Terms.
- 2.9 In the event that the Buyer is also enlisting the Seller's provision of services for the Goods being purchased under the contract, the Seller's Terms and Conditions for the Supply of Services are to form part of these Terms.
- 2.10 No variation of these Terms shall be binding unless agreed in writing by a Senior Executive or Director of the Seller.
- 2.11 The Seller's employees or agents are not authorised to make any representations concerning the Goods. In making an Order and accepting delivery, the Buyer acknowledges that it does not rely on any such representations, but nothing in these terms affects the liability of either party for fraudulent misrepresentation. These Terms, and the Order contain the entire agreement between the parties and supersedes any prior oral or written agreement or non-fraudulent representation concerning the Goods.
- 2.12 All drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the goods described in them. They will not form part of the Contract.
- 2.13 All orders are accepted subject to the availability of the Goods at the time of despatch.
- 2.14 The Buyer must ensure that the terms of its Order and any applicable specification are complete and accurate as the Seller will not be held liable for any incomplete or inaccurate terms or specifications not notified in writing by the Buyer to the Seller at the time of placing the Order.
- 2.15 The Seller may provide quotations upon request. The Seller shall honour the price given in any quotation provided that an Order is placed or an Order Form is completed by the Buyer and received by the Seller before the end of the day of trading on which the quotation is given, unless it states otherwise and provided that the Seller has not previously withdrawn it. For the avoidance of doubt all quotes are given on the basis that these Terms shall apply to it.
- 2.16 Orders will be accepted subject to the satisfactory credit status of the Buyer and the Seller reserves the right to terminate the Contract in the event of the credit status of the Buyer, ceasing to be satisfactory to the Seller.

3 PRICE

- 3.1 Unless otherwise stated in writing, prices quoted include the cost of delivery to any place within the UK mainland, but exclusive of taxes. For delivery outside of the UK mainland the Seller may charge an extra fee.
- 3.2 The price of the Goods shall be those that are conveyed to the Buyer by a sales representative of the Seller.

4 DELIVERY

- 4.1 Unless otherwise agreed in writing the Goods will be delivered to the place specified by the Buyer on the Order Form ("the Delivery Point") or, if different, by the Seller on the acknowledgment of order.
- 4.2 At delivery the Buyer will be asked to sign a delivery receipt.
- 4.3 In the event of the Buyer changing the supply chain to provide for Delivery of the Goods to be made to any third party including but not limited to, nominated consolidating centres or logistic departments ("the Third Party") all and any additional costs or expenses incurred by the Seller in connection with such variation to the supply chain shall be borne by the Buyer. The Seller strictly limits liability as far as the law permits to the Third Party and the Buyer agrees to fully indemnify the Seller against, all costs, damages, charges or expenses caused directly or indirectly as a result of the variation in the supply chain. In the event of non payment for the Delivery by the Third Party the Buyer remain liable to the Seller for the full payment of the Delivery in any event and the Third Party shall not be deemed a party to the Contract or to these Terms.
- 4.4 All delivery dates are given in good faith and are estimated and may change and time for delivery shall not be made of the essence unless expressed in writing at the sole discretion of the Seller. If no dates for delivery are specified, delivery will be deemed to take place within a reasonable time of the order for Goods taking place.
- 4.5 The Seller shall not be liable for delay in delivery due to circumstances beyond the reasonable control of the Seller including but not limited to any failure or malfunction of equipment or machinery, adverse weather, strike or force majeure. In the event of any such delay the date for delivery shall automatically be extended and the Seller will not be liable for any direct, indirect or consequential loss (including loss of profits, loss of sales, loss of turnover, loss of or damage to business, loss of or damage to reputation, loss of contracts, loss of customers, wasted management or other staff time, losses or liabilities under or in relation to any other contract, depletion of goodwill or like loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of Goods or failure to deliver the Goods provided that such delay shall entitle the Buyer to rescind or terminate the Contract if such delay exceeds 180 days. For the purpose of this condition the term "loss" includes a partial loss or reduction in value as well as complete or total loss.
- 4.6 If for any reason the Buyer will not accept delivery of any of the Goods when they are ready for delivery, or the Seller is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
- 4.6.1 risk in the Goods will pass to the Buyer (including for loss or damage caused by the Seller's negligence);
- 4.6.2 the Goods will be deemed to have been delivered; and
- 4.6.3 the Seller may store or hold the Goods until actual delivery whereupon the Buyer will be liable for all related costs and expenses (including without limitation storage and insurance).

- 4.7 The Buyer will provide at its expense and risk at the Delivery Point all adequate and appropriate equipment and manual labour for unloading the Goods. The Seller and its employees will not be responsible for unloading the Goods.
- 4.8 All pallets are returnable. If the Buyer is unable to provide sound exchange pallets at the time of delivery, such pallets shall be returned at the earlier of the time of the Seller's next delivery to the Buyer, or within 21 days, if the Seller has no further deliveries to fulfil with the Buyer. In the event that no pallets are returned, or poor condition pallets are returned, a charge of £7 per pallet will be charged to the Buyer.
- 4.9 The Seller may deliver up to 5% less or more in weight in the quantity of Goods ordered without any adjustment in the price and the quantity so delivered shall be deemed to be the quantity ordered.
- 4.10 Each delivery of the Goods by the Seller to the Buyer shall be a separate contract except when the Order is specifically for delivery by instalments and the Buyer shall not be entitled to withhold any payment due under one Order against any claim under any other Order and failure to deliver or defect in one or more instalment shall not entitle the Buyer to reject the other instalments.
- 4.11 If the Goods or any part thereof supplied under the Order are processed or altered in any way by the Buyer or receiver of the Goods or any other person, the quality of the Goods shall be deemed acceptable to the Buyer and all the Buyer's quality control checks are deemed to have been completed on the entire load prior to use in production and the Buyer hereby agrees that it shall not have any claim against the Seller for Goods processed or altered.
- 5 NON-DELIVERY**
- 5.1 The quantity of any consignment of Goods as recorded by the Seller upon despatch from the Seller's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 5.2 The Seller shall not be liable for any non-delivery of Goods (even if caused by the Seller's negligence) unless written notice is given to the Seller within 7 days of the date when the Goods would in the ordinary course of events have been received.
- 5.3 Any liability of the Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such Goods.
- 6 RETURNS**
- 6.1 Any damage and/or discrepancy and/or shortage in the Goods must be notified by the Buyer to the Seller as soon as possible, in writing, upon delivery of Goods and in any event within 5 working days from date of delivery, at the latest. The parties agree that this is a reasonable period for the Buyer to assess the quality of the Goods and it is agreed that this must be done within this time so that the Seller has the opportunity to promptly investigate any complaints and to pursue them with its own suppliers.
- 6.2 If there are any complaints about discrepancies / shortages / errors / rejections etc then these must be notified in writing (e-mail, fax or letter) to the Seller within 5 working days of the delivery. Subject to the following the Seller shall then arrange collection of the relevant Goods for inspection and, if it agrees that the Goods are defective then credit will be issued equivalent to the pro-rata purchase price. The Seller will have no further liability to the Buyer. For the avoidance of doubt:
- 6.2.1 The Seller will only collect / pick up from the Buyer full cases of products.
- 6.2.2 All returns must be authorised by the Seller's Sales Representative or Manager in writing and/or accompanied by a Collection Note>Returns Order, which has been authorised by the seller's Sales Representative/Manager in charge of the Buyer's account.
- 6.2.3 Single packets or open products or cans will not be collected and neither shall credit be given for them.
- 6.2.4 Products/Quantities returned must not be different (more/less) from that which has been authorised under 6.2.2.
- 6.2.5 If Products/Quantity returned are less than that which have been authorised, credit will only be issued for the lesser quantity returned.
- 6.3 The Seller shall not accept any expired products or short dated products unless notified in writing as per paragraph 6.2 above.
- 6.4 Payment of invoices shall not be withheld or delayed under any circumstances arising from or pending resolution of, any disputes in relation to receipt/return of good or receipt of credit for goods returned.
- 6.5 The Seller's drivers are not authorised to collect goods without the written authorisation from the Sales Representative or Sales Manager.
- 7 QUALITY & LIABILITY**
- 7.1 The Goods
- 7.1.1 the Seller warrants that (subject to the other provisions of these conditions) upon delivery and until the best before date marked on the Goods, the Goods will:
- be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
 - be reasonably fit for their purpose; and
 - comply with all legislation and regulations in force from time to time in the UK relating to food quality or safety.
- 7.1.2 the Seller shall not be liable for a breach of any of the warranties in condition 7.1.1 unless:
- for defects such as, but not limited to, spillages, shortages, or infestations, which are obvious on delivery without the need for inspection, or where the Buyer gives written notice of the defect to the Seller, and (if the defect is as a result of damage in transit) to the carrier, within 5 working days from delivery; or
 - in the case of any other defect, the Buyer gives written notice of that defect to the Seller, and (if the defect is as a result of damage in transit) to the carrier, within 5 working days from delivery; and
- the Seller is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Seller's cost for the examination to take place there.
- 7.1.3 the Seller shall not be liable for a breach of any of the warranties in condition 7.1.1 if:
- the Buyer makes any further use of such Goods after giving such notice under condition 7.1.2; or
 - the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage or use of the Goods or (if there are none) good trade practice; or
 - the Buyer alters and/or process such Goods
- 7.1.4 subject to conditions 7.1.2, 7.1.3 and 7.1.6, if any of the Goods do not conform with any of the warranties in condition 7.1.1 the Seller shall at its option replace such Goods (or the defective part) or refund the price of such Goods at the pro rata contract rate provided that, if the Seller so requests, the Buyer shall, at the Buyer's expense, return the Goods or the part of such Goods which is defective to the Seller.
- 7.1.5 if the Seller complies with condition 7.1.4 it shall have no further liability for a breach of any of the warranties in condition 7.1.1 in respect of such Goods.
- 7.1.6 in the event of a dispute arising under condition 7.1.1, the Seller will appoint an independent expert to determine whether the Goods comply with the warranty at condition 7.1.1; such expert's decision will bind the parties and the cost of the expert shall be borne by the party against whom the expert's decision is made.
- (The Buyer's attention is drawn to the provisions of conditions 7.2 and 7.3 below.)*
- 7.2 **Testing:** The Seller tests all Goods under HACCP procedures prior to release. Any natural products (not steam sterilised/untreated) supplied, cannot be guaranteed to be free from harmful pathogens. It is the Buyer's responsibility to check the suitability of any natural product supplied (not steam sterilised/untreated), to ensure it is fit for intended use. The Seller's specifications on natural products indicate levels at which it will release goods for sale but the Seller does not offer a guarantee on any micro levels. If the Buyer is unsure of the suitability of a

natural untreated product, please consult the Seller prior to buying the Goods and most importantly before using the Goods in production or re-sale.

- 7.3 **Infestation:** The Seller cannot guarantee that the Goods will not at a later date, be subject to infestation. If the Goods are vacuum treated or heat treated the risk of infestation is reduced but even then Goods can be subject to re-infestation if incorrectly stored. Untreated natural products in any form, even if treated with approved chemical fumigants, are still susceptible to possible infestation, as insect eggs are not destroyed by current chemical fumigants.

8 LIMITATION OF SELLER'S LIABILITY

- 8.1 Subject to clause 7, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of any liability for which the Buyer might be liable arising out of or in connection with the Contract, these Terms, the acknowledgment of order or the Order Form or the supply of the Goods.
- 8.2 Clause 8 does not exclude or limit in any way the Seller's liability:
- 8.2.1 For death or personal injury caused by its negligence; or
- 8.2.2 For fraud or fraudulent misrepresentation; or
- 8.2.3 For any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 8.2.4 Arising out of or under Part 1 of the Consumer Protection Act 1987 to limit liability; or any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability

(The Buyer's attention is drawn to the provisions of conditions 8.3 and 8.4 below)

- 8.3 Subject to clause 8.1 and 8.2 (and without prejudice but further to the specific provisions dealing with excusable late delivery in clause 4.4 above, non-delivery in clause 5.3 above and defective Goods in clause 6.2 above), the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or non-performance or late performance or contemplated performance of the Contract shall be limited to the price of the Goods ordered. Subject to conditions 8.1 and 8.2 the Seller shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of sales, loss of turnover, loss of or damage to business, loss of or damage to reputation, loss of contracts, loss of customers, wasted management or other staff time, losses or liabilities under or in relation to any other contract, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract. For the purposes of this condition the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.

9 DESCRIPTION

- 9.1 The Goods will be supplied substantially to the specification described in the price list and or quote. All drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the goods described in them they will not form part of these Terms.

10 PAYMENT

- 10.1 Payment shall be made by the Buyer to the Seller within 28 days from the date of delivery of the Goods, unless otherwise agreed and confirmed in writing by the Seller. Time for payment shall be of the essence. No payment shall be deemed to have been received until the Seller has received cleared funds. If the Buyer fails to pay the Seller any sum due the Buyer will be liable to pay interest in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998.
- 10.2 The Buyer shall make all payments due without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Buyer.
- 10.3 The Seller reserves the right to suspend any further deliveries, and cancel any orders from the Buyer in the event that any monies between the Buyer and the Seller are outstanding. For payments made directly to the Seller's representative, the Buyer must obtain an official signed receipt and/or proof of payment signed for by the Seller's representative and in the event of any disputes the onus is on the Buyer to prove that payments have been made to the Seller and/or its representative.
- The Buyer hereby agrees that in the event that any cheque, bill of exchange, promissory note or other negotiable instrument is dishonoured or returned to the Seller's banks unpaid for any reason, the Seller shall be entitled to, invoice the Buyer for all reasonable sums due including costs relating to bank charges incurred and the cost of any related administrative activities and suspend credit facilities to the Buyer if deemed necessary. In the event that the charges mentioned herein as debited to the Buyer's account remain unpaid for the period agreed in the invoice, the Seller shall be entitled to charge interest on such sums in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

11 RISK AND TITLE

- 11.1 Risk shall pass to the Buyer upon delivery. If the Buyer fails to take delivery of the Goods, or fails to provide adequate delivery instructions then, without limitation, the Seller may:
- 11.1.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance or storage); or
- 11.1.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract, or charge the Buyer for any shortfall below the price under the Contract.
- 11.2 Whilst risk passes upon delivery, ownership and title of the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums and monies due or which in the usual course of things would fall due in respect of the Goods and all or any other sums which are or which become due to the Seller from the Buyer on any account.
- 11.3 Until ownership of the Goods has passed to the Buyer, the Buyer must:
- 11.3.1 hold the Goods on a fiduciary basis as the Seller's bailee;
- 11.3.2 store the Goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property;
- 11.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 11.3.4 maintain the Goods in satisfactory condition insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller; and
- 11.3.5 hold the proceeds of the insurance referred to in condition 11.3.4 on trust for the Seller and not mix them with any other money and they shall be held in a separate bank account on trust for the Seller, nor pay the proceeds into an overdrawn bank account.
- 11.4 If payment is overdue for more than 14 days then the Seller may give notice requiring the return of the Goods and requiring the Buyer to say where the Goods are stored and if such notice is not complied with forthwith the Seller may enter the premises where the Goods are stored and take possession. In such circumstances the Buyer will be liable to the Seller for the costs of taking possession in addition to those damages for which the Buyer may be liable for failing to comply with the Contract.
- 11.5 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions and if these conditions are not complied with then the Buyer may not resell the Goods and title remains with the Seller:
- any sale shall be effected in the ordinary course of the Buyer's business at full market value;
 - any such sale shall be a sale of the Seller's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
 - any proceeds of sale received in respect of the Goods shall be held on trust by the Buyer on a fiduciary basis, for the benefit of the Seller, in a separate bank account for the benefit of the Seller, so that the sale proceeds are readily identifiable.
- 11.6 The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.
- 11.7 The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are being or may be reasonably believed by the Seller to be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them be it the Buyer's premises or a Third Party's premises and the Buyer will include such term into any sub-contract it enters into with a Third Party.
- 11.8 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in this clause, or the Seller reasonably believes that any such event is about to happen and notifies the Buyer

accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Seller may have, the Seller may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them

- 11.8.1 The Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- 11.8.2 the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- 11.8.3 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer, other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
- 11.8.4 (being an individual) the Buyer is the subject of a bankruptcy petition or order;
- 11.8.5 creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 7 days;
- 11.8.6 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer;
- 11.8.7 (being a company) a floating charge holder over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver;
- 11.8.8 a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets;
- 11.8.9 any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.8.1 to clause 11.8.8 (inclusive);
- 11.8.10 the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
- 11.8.11 the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 11.8.12 (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 11.9 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

12 INTELLECTUAL PROPERTY

- 12.1 The property and any copyright or other intellectual property rights in:-
- 12.1.1 Any document or other material and any data or other information provided by the Buyer to the Seller shall belong to the Buyer;
- 12.1.2 Any document or other material and any data or other information provided by the Seller to the Buyer shall, unless otherwise agreed in writing between the Buyer and the Seller, belong to the Seller, subject only to a licence in favour of the Buyer to use the Seller intellectual property rights required for the purposes of receiving the Goods.

13 ASSIGNMENT

- 13.1 The Buyer shall not be entitled to assign the Order or any part of it without the prior written consent of the Seller.
- 13.2 The Seller may assign the Order or any part of it to any person, firm or company.

14 FORCE MAJEURE

- 14.1 The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to the circumstances beyond the reasonable control of the Seller 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 or restraints or delays affecting carriers or inability to or delay in obtaining supplies of adequate or suitable Goods, provided that, if the event in question continues for a continuous period in excess of 180 days, the Buyer is entitled to give notice to the Seller to terminate the Contract.

15 GENERAL

- 15.1 Each right or remedy of the Seller under these Terms is without prejudice to any other right or remedy of the Seller whether under these Terms or not.
- 15.2 If any provision or part of any provision of these Terms is found by any court, tribunal or administrative body of competent jurisdiction, or is conceded by the parties, 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 severed and the remaining provisions of these Terms and the remainder of such provision shall continue in full force and effect.
- 15.3 Failure or delay by the Seller in enforcing or partially enforcing any provision of these Terms will not be construed as a waiver of any of its rights under the Terms.
- 15.4 Any waiver by the Seller of any breach of, or any default under, any provision of the Terms by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Terms.
- 15.5 The parties do not intend that any of these Terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 15.6 The Order and these Terms shall be governed by and construed in accordance with the laws of England and Wales whose Courts shall have exclusive jurisdiction to which the Buyer and the Seller hereby submit.

16 DATA PROTECTION

- 16.1 We will only use the personal information you provide to us to provide the Services, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information. We will not pass your data to third parties unless authorised.
- 16.2 You acknowledge and agree that we may pass your details to credit reference agencies.

17 NOTICES

- 17.1 All notices between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by facsimile transmission:
- 17.1.1 (in case of notices to the Seller) the fax number is 01280825431; or
- 17.1.2 (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of this Contract or such other address as shall be notified to the Seller by the Buyer.
- 17.2 Notices shall be deemed to have been received:
- 17.2.1 if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays within the UK) after posting (exclusive of the day of posting);
- 17.2.2 if delivered by hand, on the day of delivery;
- 17.2.3 if sent by facsimile transmission on a working day prior to 4.00 p.m., at the time of transmission and otherwise on the next working day.
- Notices addressed to the Seller shall be marked for the attention of the Manager.