

Cod Beck Blenders Ltd

CONDITIONS OF SALE

1. INTERPRETATION

1.1 In these Conditions:

Buyer means the party which accepts a quotation given to it by the Seller for the sale of the Goods and/or the supply of the Services.

Conditions means the standard terms and conditions of supply set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Buyer and the Seller.

Contract means the contract for the sale and purchase of the Goods and the supply and acquisition of the Services subject to these Conditions.

Free Issue Material means the free issue material owned by the Buyer and supplied to the Seller for processing in accordance with the Buyer's instructions using the Services.

Goods means the goods set out in the Quotation (including any instalment of the goods or any part of them) which the Seller is to supply and/or perform the Services upon in accordance with these Conditions.

Order Confirmation means confirmation given by the Seller to the Buyer that the Seller agrees to supply an order of the Buyer on these Conditions.

Price means the price of the Goods and/or the charge for the Services.

Quotation means a quotation given by the Seller to the Buyer on the basis of the Conditions.

Seller means Cod Beck Blenders Limited (Company registration number 2291054) whose registered office is situate at Cod Beck Estate, Dalton, Thirsk, North Yorkshire YO7 3HR

Services means the services (if any) described in the Quotation.

Specification includes any plans, drawings, data, formulae, instructions or other information relating to the Goods or Services.

Writing includes email, fax transmission and comparable means of communication.

1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

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

1.4 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.

2. BASIS OF SUPPLY

2.1 The Quotation shall constitute an invitation to treat by the Seller.

2.2 An order submitted by the Buyer shall constitute an offer by the Buyer to purchase the Goods and/or acquire the benefit of the Services subject to these Conditions.

2.3 No order shall be accepted or deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative by way of Order Confirmation.

2.4 The Seller shall supply and the Buyer shall acquire the Goods and/or the benefit of the Services in accordance with the Seller's Order Confirmation subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2.5 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

2.6 The Seller's employees or agents are not authorised to make any representations concerning the Goods or the Services unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.

2.7 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods or the Services which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.8 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, order confirmation, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

2.9 The Buyer shall be responsible for the accuracy and effectiveness or otherwise of any information advice or instructions provided by the Buyer or any chosen representative of the Buyer to the Seller including, without limitation, any Specification for the Goods, any chosen supplier of the Buyer or any materials (including any Free Issue Material) used in the manufacture of the Goods at the request of the Buyer and the Buyer shall be liable for and shall indemnify the Seller against all losses damages costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim arising from the use of or compliance with or otherwise, (as applicable) of such information, Specification, supplier or materials, advice or instructions.

2.10 Any product trials or tests to be carried out to the Free Issue Material as part of the Services shall be at the Buyer's cost and in all material respects in accordance with the Buyer's instructions. Accordingly the Buyer agrees that it shall give full and complete instructions to the Seller including without prejudice to the generality of the foregoing all relevant advice and information as to the procedures to be followed and relevant safety precautions to be taken. The Buyer shall bear full liability for any product trials, tests and the Services carried out upon its instructions and shall remain liable for the full Contract price of the Services regardless of the outcome or results or any product trials, tests or Services unless the Buyer can demonstrate to the satisfaction of the Seller that the Free Issue Material is defective directly as a result of the wilful default or negligence of the Seller in complying with the instructions of the Buyer in the provision of the Services in which event the provisions of condition 9 shall apply.

2.11 The Buyer shall indemnify the Seller against all loss damages costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim arising from any product trials, tests or Services carried out to the Free Issue Material in accordance with the instructions of the Buyer.

2.12 Risk of damage to or loss of any Free Issue Material and any other materials or goods used in the carrying out of the Services upon the Free Issue Material supplied by the Buyer to the Seller or obtained by the Seller at the request of the Buyer shall remain at all times (including while in the control and/or possession of the Seller or its representative) with the Buyer who shall bear full responsibility for insuring or otherwise safeguarding the Free Issue Material and such other materials and/or goods used as part of the Services.

3. ORDERS AND SPECIFICATIONS

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative by way of Order Confirmation.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable Specification or any instructions in relation to the product trials, tests or Services to the Free Issue Material) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods or the Services within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of the Goods and/or the Services shall, subject as otherwise provided in these Conditions, be in all material respects as specified in the Quotation and/or in any applicable Specification supplied by the Buyer to the Seller and agreed in Writing by the Buyer.

3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a Specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's Specification.

3.5 The Seller reserves the right to make any changes in the Specification of the Goods or the Services which are required to conform with any applicable statutory or EC requirements or, where the Goods or the Services are to be supplied to the Seller's Specification, which do not materially affect their quality or performance.

3.6 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller 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 the Seller up to and as a result of cancellation.

3.7 For the avoidance of doubt 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 and do not form part of this Contract.

4. PRICE

4.1 The Price shall be the Seller's quoted price. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller upon giving notice to the Buyer.

4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the Price to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or Specifications for the Goods and/or Services which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.3 Except as otherwise stated under the terms of any Quotation and unless otherwise agreed in Writing between the Buyer and the Seller, the Price shall be on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's additional charges for transport, packaging and insurance.

4.4 The Price and any additional charges payable hereunder shall be exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

4.5 The cost of pallets and containers unless otherwise agreed in Writing between the Buyer and the Seller will be charged to the Buyer in addition to the Price.

5. TERMS OF PAYMENT

5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the Price on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the Price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods and the Buyer has wrongfully failed to take delivery.

5.2 The Buyer shall pay the Price without any deduction within 30 days of the date of the Seller's invoice, and the Seller shall be entitled to recover the Price, notwithstanding that delivery may not have taken place (provided non-delivery is not as a result of the wilful default or negligence of the Seller) and/or ownership in the Goods has not passed to the Buyer. The time of payment of the Price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

5.3.1 cancel the contract or suspend any further deliveries to the Buyer;

5.3.2 appropriate any payment made by the Buyer to such of the Goods or the Services (or the goods or services supplied under any other Contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

5.3.3 charge the Buyer interest as from time to time applicable under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended or re-enacted from time to time).

5.4 The Buyer shall have no right to make any set off against any sum due by the Buyer to the Seller in respect of any claim made by the Buyer against the Seller.

6. DELIVERY

6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.

6.2 In the event that the Seller is to deliver the Goods other than by making the same available for collection at its premises, any transport or freight arranged or undertaken by the Seller shall be arranged or undertaken as agent for the Buyer and the Seller shall have no liability for any loss or damage to the Goods after the same have left the Seller's premises and the provisions of conditions 6.7 to 6.9 inclusive shall apply.

6.3 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.4 The Buyer will provide at its own expense adequate and appropriate equipment and manual labour for loading and unloading the Goods.

6.5 Where delivery of the Goods is to be made by the Seller in bulk, the Seller reserves the right to deliver up to 5 per cent more or 5 per cent less than the quantity ordered without any adjustment in the Price, and the quantity so delivered shall be deemed to be the quantity ordered.

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

6.7 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.

6.8 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 14 days of the date when the Goods would in the ordinary course of events have been received. In addition no legal proceedings may be brought in relation to non-delivery unless they are issued and served in accordance with Condition 9.5 save that the notice of the claim must have been given in accordance with this Condition.

6.9 Where the Seller appoints a carrier to transport the Goods as agent for the Buyer pursuant to Condition 6.2 the Seller's liability shall be limited to assigning to the Buyer such rights as it may legally have against such carrier if those rights are not already deemed to be those of the Buyer as a result of the agency relationship.

6.10 If the Seller fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's or a carrier's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to replacing the Goods within a reasonable time or (at the Seller's discretion) payment of the excess (if any) of the cost to the Buyer of similar reasonably priced goods to replace those not delivered over the Price.

6.11 Subject to the other provisions of these Conditions the Seller will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Seller's negligence), nor will any delay entitle the Buyer to terminate or rescind the Contract unless such delay is due to the wilful default or negligence of the Seller and exceeds 180 days.

6.12 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, risk in the Goods will pass to the Buyer, the Goods will be deemed delivered and the Seller may:

6.12.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

6.12.2 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.

7. WASTE MATERIAL DISPOSAL

The Buyer agrees to take back any packaging or other material associated with the Goods or Services which is designated as waste by the Seller.

8. RISK AND PROPERTY

8.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

8.1.1 in the case of Goods to be collected from the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or

8.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises and the Seller is to deliver the Goods, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods; or

8.1.3 in the case of Goods to be delivered otherwise than at the Seller's premises, by a carrier, whether or not such carrier is appointed by the Buyer, at the time of delivery or tender for delivery of the Goods to the carrier.

8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the ownership of the Goods shall not pass to the Buyer until the Seller has received in full in cash or cleared funds payment in full of the Price for;

8.2.1 the Goods and/or Services;

8.2.2 all other sums for the Goods and/or Services agreed to be supplied by the Seller to the Buyer on any account for which payment is then due.

8.3 Until such time as the ownership of the Goods passes to the Buyer, the Buyer shall:

8.3.1 hold the Goods as the Seller's fiduciary agent and bailee;

8.3.2 keep the Goods separate from those of the Buyer and third parties and in such way they remain readily identifiable;

8.3.3 maintain the Goods in a satisfactory condition and keep them properly stored, protected and insured for their full price against all risks to the reasonable satisfaction of the Seller; and

8.3.4 hold the proceeds of such insurance on trust for the Seller and not mix them with any other money nor pay the proceeds into an overdrawn bank account.

8.4 The Buyer shall be entitled to resell or use the Goods in the ordinary course of its business at full market value provided any such sale is on the Buyer's own behalf with the Buyer dealing as principal.

8.5 Until such time as the ownership of the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled if the Buyer does not pay the Price on the due date for payment, or is in material breach of the Contract or these Conditions or an event arises under condition 8.11 to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods. For this purpose the Buyer grants the Seller its agents and employees an irrevocable licence at any time to enter any premises where the Goods may be stored to inspect or repossess the Goods as applicable, pursuant to these Conditions.

8.6 The Buyer 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 the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

8.7 The Seller shall have a first and paramount general lien over the Goods and also any Free Issue Material or other goods of the Buyer or the Buyer's customer whilst they are in the Seller's possession for all sums including any interest and costs due at any time from the Buyer and shall be entitled to sell or dispose of the Goods or such Free Issue Material or other goods of the Buyer or the Buyer's customer as agent for, and at the expense of the Buyer, and apply the proceeds in or towards payment of any such sums due, plus interest and costs, on 14 days' notice (or such shorter period as is reasonable in the circumstances) given in writing to the Buyer in any circumstances where the Buyer has failed to discharge a payment obligation to the Seller at the due date or where condition 11 below applies.

8.8 Following sale or disposal pursuant to condition 10.1, the Seller shall apply the proceeds firstly in the payment of the sums including interest and costs (which without limitation shall include the costs of sale or disposal) due to the Seller and secondly it shall account to the Buyer for the excess or charge the Buyer any shortfall.

8.9 If the Seller accounts to the Buyer for any balance remaining after payment of any sums due to the Seller, the Seller shall be discharged of any liability whatsoever in respect of the Goods or any such Free Issue Material or other goods of the Buyer or the Buyer's customer.

8.10 In the event the Seller is required to recall any Goods as a result of any defect howsoever arising, the Buyer agrees it will use all reasonable endeavours at its own cost to assist the Seller, upon notice to recall such Goods whether directly from the Buyer or any third party.

8.11 The Buyer's right to possession of the Goods shall terminate immediately if an event under condition 11.1 arises or any similar proceedings are commenced in any other part of the World.

9.1 Subject to the Conditions set out below the Seller warrants that the Goods and Services will correspond with the Specification and will for a period of 3 months from the date of delivery be of satisfactory quality within the meaning of the Sale of Goods Act 1994.

9.2 The above warranty is given by the Seller subject to the following conditions:

9.2.1 the Seller shall be under no liability in respect of any defect in the Goods or the Services arising from any Specification supplied by the Buyer;

9.2.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, improper or unsuitable storage conditions, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse, repairs or alterations of the Goods without the Seller's approval;

9.2.3 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total Price has not been paid by the due date for payment;

9.2.4 the Seller shall be under no liability unless 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, in accordance with condition 9.4; 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 for the examination to take place there;

9.2.5 the Buyer shall not be entitled to bring any legal proceedings unless they are issued and served in accordance with Condition 9.5;

9.2.6 the above warranty does not extend to goods or materials including without limitation the Free Issue Materials which are not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller or, in the case of the Free Issue Material shall rely entirely on its own judgment pursuant to Conditions 2.10 to 2.12.

9.3 Subject as expressly provided in these Conditions all warranties, conditions or other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law save that nothing in these Conditions excludes or limits the liability of the Seller for death or personal injury caused by the Seller's negligence or the fraudulent misrepresentation of the Seller.

9.4 Any claim by the Buyer that there is a breach of condition 9.1 shall (whether or not delivery is refused by the Buyer) be notified to the Seller and the carrier (if applicable) within 7 days from date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after the Buyer discovers or it ought to have discovered the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the Price as if the Goods had been delivered in accordance with the Contract. Any costs relating to the return of the Goods or the inspection or testing of the Goods shall be borne by the Buyer provided that the Seller may at its discretion refund such costs if the Buyer's claim is proved to be valid.

9.5 Without prejudice to the other provisions of this Condition 9 no legal proceedings may be brought against the Seller whether in relation to losses, shortages, damages or otherwise, unless they are issued and served within six months of the date that notice of the claim was given to the Seller pursuant to Condition 9.4 and no counterclaim may be raised unless full written details are received by the Seller within such period of six months.

9.6 Where any valid claim in respect of any of the Goods or the Services pursuant to condition 9.1 is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to repair or replace the Goods or Services (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the Price (or a proportionate part of the Price), but the Seller shall have no further liability to the Buyer.

9.7 Except as otherwise provided in these Conditions the Seller shall not be liable for any direct, indirect, special or consequential loss or damage, all of which include without limitation loss of profit, loss of business, depletion of goodwill and like loss, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or the Services or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed £250,000.

9.8 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods or the Services, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

9.8.1 Act of God, explosion, flood, tempest, fire or accident;

9.8.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

9.8.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

9.8.4 import or export regulations or embargoes;

9.8.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);

9.8.6 difficulties in obtaining raw materials, supplies, labour, fuel, parts or machinery;

9.8.7 power failure or breakdown in machinery

9.8.8 provided that the Buyer shall be entitled to terminate the Contract if the delay continues for a continuous period in excess of 6 months.

10. INDEMNITY

If any claim is made against the Seller that the Goods or the Services infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, then unless the claim arises from the use of any drawing, design or Specification supplied by the Seller, the Buyer shall indemnify the Seller against all losses, damages, costs and expenses awarded against or incurred by the Seller in connection with the claim, or paid or agreed to be paid by the Seller in settlement of the claim.

11. INSOLVENCY OF BUYER

11.1 This Condition applies if:

11.1.1 the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into

liquidation (whether compulsory or voluntarily (other than a solvent voluntary liquidation for the purposes of amalgamation or reconstruction)); or

11.1.2 an encumbrancer takes possession, or a receiver and/or manager, administrator or administrative receiver is appointed, over any of the property or assets of the Buyer; or

11.1.3 a resolution is passed or petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

11.1.4 the Buyer suffers or allows any execution whether legal or equitable, to be levied on his or its property or obtained against him/it or fails to observe or perform any of his or its obligations under the Contract or any other contract between the Seller and the Buyer; or

11.1.5 the Buyer ceases, or threatens to cease, to carry on business or is unable to pay his or its debts within the meaning of Section 123 of the Insolvency Act 1986; or

11.1.6 the Seller reasonably believes that any of the events mentioned in this condition 11.1 is about to occur in relation to the Buyer and notifies the Buyer accordingly.

11.2 If this Condition applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12. EXPORT TERMS

12.1 Where the Goods are supplied for export from the United Kingdom, the provisions of this condition 12 in addition to the remainder of these Conditions shall (subject to any special terms agreed in Writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.

12.2 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.

13. CONFIDENTIALITY

The Buyer undertakes and agrees at all times to keep all information, which is given to it by the Seller or the Seller's representative or which it receives as a result of entering into the Contract or dealing with the Seller, confidential. Such information includes without limitation information relating to forecasts, prices, discounts, handling costs, sales statistics, markets, inventory, information, customers, personnel and technical operation, processes, Specifications and administrative systems ("the Confidential Information") of the Seller. The Buyer shall keep the Confidential Information in strict confidence and secrecy and not disclose the Confidential Information to any other person, firm or company including its own personnel except only as may be necessary and bona fide in connection with its obligation under the Contract or these Conditions, provided that where any part of the Confidential Information is already or becomes commonly known in the trade except by a breach of the Contract or these Conditions or is required to be disclosed by any law or court order, then the foregoing obligations of confidentiality in respect of such part of the Confidential Information shall cease to apply.

14. GENERAL

14.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified in Writing pursuant to this provision to the party giving the notice.

14.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

14.3 If any provision of these Conditions is held by any competent authority to be illegal, void, voidable, invalid, unenforceable or unreasonable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

14.4 The Buyer shall not be entitled to assign the Contract.

14.5 The Contract shall be governed by the laws of England, and the Buyer agrees to submit to the exclusive jurisdiction of the English courts.

14.6 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

14.7 These Conditions and the Contract set out the entire agreement between the Buyer and the Seller in relation to the matters to which they relate and the Buyer hereby acknowledges that it has not relied upon any oral or written representations, understandings, promises or conditions made to it by the Seller, any of its employees, representatives or agents and there are no agreements, understandings, promises or conditions between the parties other than as set out in the Contract and these Conditions.

Issue Date: September 2016